

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21,
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JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants /
Mareva Respondents

Proceeding under the *Class Proceedings Act, 1992*

MOTION RECORD OF THE MAREVA RESPONDENTS:

B. Dichter, T. Lich, C. Garrah, N. St. Louis and Freedom 2022 Human Rights and Freedoms
(Select Mareva Respondents' Motion to Set Aside)

March 8, 2022

INVESTIGATION COUNSEL PC

[REDACTED]

Norman Groot / LSO No.: 43721V

Tel: [REDACTED] ([REDACTED]) 1 [REDACTED] : [REDACTED]) [REDACTED] 5

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Lawyers for Respondents to the Mareva
Injunction – Benjamin Dichter, Tamara Lich,
Chris Garrah, Nicholas St. Louis and
Freedom 2022 Human Rights and Freedoms

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Company Inc, 7983794 Canada Inc. (c.o.b. as
Union: Local 613) and Geoffrey Devaney

AND TO: PATRICK KING

E-Mail: [REDACTED]

Defendant/Responding Party

AND TO: MINISTRY OF THE ATTORNEY GENERAL

[REDACTED]

AND TO: GIVESENDGO LLC, and MR. JACOBS WELLS
ATTN: Terms of Use/Legal Department

[REDACTED]

AND TO: STRIPE CANADA PAYMENTS SERVICES LTD.

[REDACTED]

AND TO: STRIPE

[REDACTED]

Attn: Katherine M. Carroll
Global Head of Public Policy

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Defendants

Proceeding under the *Class Proceedings Act, 1992*

**NOTICE OF MOTION
(Select Mareva Respondents Motion to Set Aside)**

THE DEFENDANTS/MOVING PARTIES Freedom 2022 Human Rights and Freedoms (“Freedom Corp.”), Benjamin Dichter, Tamara Lich, Chris Garrah, and Nicholas St. Louis (collectively, the “Mareva Respondents”), will make a motion to the Honourable Regional Senior Justice MacLeod on **Wednesday, March 9, 2022, at 2:00 p.m.**, or as soon thereafter as the Motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard orally by Zoom videoconference.

THE MOTION IS FOR:

1. an Order dissolving or setting aside the Mareva Injunction issued on February 17, 2022, and extended on February 28, 2022, as against the Mareva Respondents Freedom Corp, Nicholas St. Louis, Ben Dichter and Chris Garrah;
2. an Order for a return date for a motion to dissolve or set aside the Mareva Injunction issued on February 17, 2022, and extended on February 28, 2022, as against the Mareva Respondent Tamara Lich, and to address issues that are not resolved at this motion;
3. an Order in the form of a preservation order over the funds and assets (the Escrow Assets) that have already been transferred and / or will be transferred to KSV Advisory Inc. (the "Escrow Agent") pursuant to the terms of the February 28, 2022, Order (the "Escrow Order"), on a without prejudice basis to the Mareva Respondents moving on a later date and with notice to vary or set aside the terms of the preservation order;
4. an Order that the Ministry of the Attorney General (Ontario) deliver to the Escrow Agent the seed phrases that were seized from the possession of the Mareva Respondent Nicholas St. Louis pursuant to a search warrant executed on February 28, 2022;
5. an Order that the Royal Bank of Canada ("RBC") lift the freeze as against the personal bank account of the Mareva Respondent Chris Garrah and his wife, being an account ending with the numbers 8449 ("Account 8449");
6. an Order that RBC transfer the funds held in an account in the name of Chris Garrah ending the number 5474 ("Account 5474") to the Escrow Agent;
7. an Order for a date that the non-party respondents GiveSendGo LLC and Stripe, who are resident in the United States of America, and who hold possession, power and control over funds donated for the benefit of those involved in the Freedom Convoy protests, provide their position as to their custody and future plans for the funds;
8. an Order that the legal costs of the Mareva Respondent Nicholas St. Louis for this motion be paid by the Attorney General of Ontario;
9. an Order that the costs of the Mareva injunction set aside motion in favour of the Mareva

Respondents be adjudicated as against the Plaintiffs on a date to be set; and

10. such further and other relief as to this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE:

Overview

1. there currently is no risk of dissipation of assets in the possession, power or control of the Mareva Respondents Freedom Corp, Nicholas St. Louis, Ben Dichter and Chris Garrah, and therefore the basis for the Mareva injunction no longer exists;
2. the Mareva Respondent Tamara Lich was released from prison on March 7, 2022, and has not had the opportunity to consult with counsel or provide this Court with an affidavit. The TD Bank, which holds funds in an account in the name of Tamara Lich, is seeking an order that the funds be transferred to the Escrow Agent. Tamara Lich consents to the motion brought by TD Bank. Ms. Lich requests a return date to have the Mareva injunction dissolved as against her;
3. the Mareva Respondents request an order that the funds transferred to the Escrow Agent be preserved by way of a preservation order and that they be permitted to move to seek their legal costs be paid from this fund and that they be permitted to move to set aside the preservation order on notice to the Plaintiffs;
4. on February 28, 2022, at approximately 12:30 pm, approximately an hour after the motion in this action was concluded, the police executed a search warrant on the residence of Mareva Respondent and seized and took possession of his seed words, phrases and access codes to permit him to transfer the cryptocurrency to the Escrow Agent. Despite Mr. St. Louis' requests, the police and Attorney General for Ontario have declined to return his seed words, phrases and access codes to him. The order of February 28, 2022, (the "Escrow Order") provides that all persons with notice must assist to give effect to the Order. Despite being aware that the Escrow Order requires them to give assistance to Mr. St. Louis, the police and Attorney General for Ontario refuse to do so. The Court's direction is required to address this issue;
5. RBC currently has a freeze as against the personal bank account of the Mareva Respondent Chris Garrah and his wife, being an account ending with the numbers 8449

("Account 8449"). Mr. Garrah requires that this freeze be lifted so that he may receive funds for his personal expenses and pay his mortgage, utilities and other expenses;

6. RBC currently has a freeze on an account in the name of Chris Garrah ending the number 5474 ("Account 5474"). This account is also subject to the Restraint Order issued in favour of the Attorney General for Ontario. Mr. Garrah requires an order directed at RBC to transfer the funds in Account 5474 to the Escrow Agent in accordance with the terms of the Escrow Order;
7. the non-party respondents GiveSendGo LLC and Stripe, who are resident in the United States of America, hold possession, power and control over funds donated for the benefit of those involved in the Freedom Convoy protests. These funds are not in the possession, power or control of the Mareva Respondents. These funds fall within the scope of the funds the Plaintiffs seek to preserve. GiveSendGo LLC and Stripe voluntarily attended a Parliamentary Committee hearing on March 3, 2022, and provided evidence with respect to the funds that they control. The Plaintiffs have not taken steps that the Mareva Respondents are aware to commence litigation in the United States to preserve those funds. The Mareva Respondents request that the Mareva injunction as against them be dissolved, and to the extent that evidence from GiveSendGo LLC and Stripe may assist the Court, the Mareva Respondents request that they be given the opportunity to be heard;
8. the Mareva Respondent Nicholas St. Louis requests an order that the Attorney General of Ontario be required to pay his costs on a full indemnity basis for this motion attendance if the Court grants his motion to have his seed words, seed phrases and access code transferred by the police to the Escrow Agent. The Attorney General of Ontario should have provided this Court with notice that the police search warrant would frustrate the execution of the Escrow order;
9. the Mareva Respondents seek their costs for responding to these motions to be adjudicated on a date at the conclusion of these motions;

Chronology of the Action

10. on February 4, 2022, the Plaintiffs commenced a class action on behalf of a proposed class of persons who alleged that they were adversely affected by a protest in Ottawa that took place in February 2022. The media dubbed the protest the "Freedom Convoy". The

Plaintiff alleged the Defendants were liable for the torts of private and public nuisance;

11. on February 7, 2022, the Court granted the Plaintiffs' motion for an Order for an interlocutory injunction prohibiting the Defendants, or any other participant in the Freedom Convoy protest, from honking horns in downtown Ottawa for a period of 10 days (the "Honking Injunction");
12. the Honking Injunction motion was brought on short notice to the named defendants Tamara Lich, Chis Barber and Benjamin Dichter, who nevertheless responded to the motion via responding records and affidavits. The named defendants Tamara Lich, Chris Barber and Benjamin Dichter were represented by counsel Keith Wilson and the Justice Centre for Constitutional Freedoms ("Justice Centre");
13. on February 10, 2022, the Attorney General for Ontario requested and received a an *ex parte* Restraint Order. The Order applies to "any and all monetary donations made through the Freedom Convoy 2022 and Adopt-a-Trucker fundraising campaigns pages hosted by GiveSendGo, including monetary donations which have been transferred by GiveSendGo or its third party payment processors to the benefit of the campaign recipients, being Chris Garrah, and Freedom Corp.";
14. on February 17, 2022, the Plaintiffs brought an *ex parte* motion before RSJ MacLeod and obtained a Mareva Injunction over specified cash and cryptocurrencies donated to various causes associated with the protest via various crowdfunding and other means. The Plaintiff alleged that the Mareva Respondents and the defendant Patrick King were in possession or control of the donated funds to fund a private and public nuisance;
15. at the same time, and also on an *ex parte* basis, the Plaintiff brought a motion to amend the Statement of Claim for the proposed class proceeding. The Plaintiff's amended claim includes 14 additional defendants, a significantly expanded claim on behalf the "resident's sub-class", and entirely new groups of Plaintiffs, namely, the "business sub-class" and the "employee sub-class". Through the amendment to the Statement of Claim, the damages claimed by the Plaintiffs increased from under \$10 million to over \$300 million;
16. on February 17, 2022, the Court granted the order to amend the Plaintiff's claim;

17. the Plaintiffs did not plead for a Mareva injunction in their amended claim;
18. later on February 17, 2022, the Court granted the Mareva injunction notwithstanding that the Plaintiffs did not plead for a Mareva injunction in their amended claim. On this basis alone the Mareva injunction should be dissolved;
19. at the time when the Mareva injunction was issued, the Restraint Order in favour of Ontario was already in force. The Restraint Order applied to some of the same funds the Plaintiffs sought to have the Mareva injunction apply to - to “any and all monetary donations made through the Freedom Convoy 2022 and Adopt-a-Trucker fundraising campaigns pages hosted by GiveSendGo, including monetary donations which have been transferred by GiveSendGo or its third party payment processors to the benefit of the campaign recipients, being Chris Garrah, and Freedom Corp.”. There was no evidence that the funds subject to the Restraint Order were at risk of dissipation;
20. Ontario has not alleged any breach of the Restraint Order by any of the Mareva Respondents. There is no evidence of dissipation of funds subject to the Restraint Order;
21. on February 22, 2022, RSJ MacLeod issued Reasons for Decision published as *Li et al v. Barber et al*, 2022 ONSC 1176 (the “Reasons”) providing an analysis of the legal basis for the granting of the Mareva injunction;
22. on February 25, 2022, a Friday after the close of business, the Plaintiffs served a motion record seeking an extension of the Mareva Injunction. The motion was returnable Monday, February 28, 2022, at 10am – giving the Mareva Respondents less than a business day to respond;
23. the late service of the Plaintiff’s motion record required the Mareva Respondents to attempt to prepare affidavits over the weekend. The Mareva Respondents sought to vary terms of the injunction to allow them the opportunity to transfer the donated funds in their possession to an independent Escrow Agent;
24. the Mareva Respondents did not object to the extension of the Mareva Injunction given the short notice that they were provided (less than one business day) but took the position that the Mareva Injunction should not have been granted in the first place and reserved the right to challenge it;

25. it was the Mareva Respondents, not the Plaintiffs, who proposed the appointment of the Escrow Agent to hold funds donated for Freedom purposes. The Mareva Respondents proposed the use of an Escrow Agent so that there would be no concern about the location of the donated funds while title to the donated funds was determined by the Court;
26. it is plain and obvious that the donors did not donate funds to the Plaintiffs. The Plaintiffs have no property interest in the donated funds. The Plaintiff's theory of their case is that donations should be available to them if they obtain a judgment;
27. on February 28, 2022, counsel for the Attorney General of Ontario attended the motion. The AG counsel advised the Court that Ontario had an ongoing investigation, but failed to advise the Court that Ontario had sought for and received a search warrant as against Mareva Respondent Nicholas St. Louis that would frustrate the Escrow Order if executed;
28. on February 28, 2022, RSJ MacLeod granted the Plaintiffs' motion to extend the Mareva Injunction to March 9, 2022, or until further order of the Court. RSJ MacLeod varied the original Mareva Injunction to permit Mareva Respondents Benjamin Dichter, Chris Garrah, and Nicholas St. Louis to transfer donated funds within their possession to the Escrow Agent. RSJ MacLeod further varied the original Mareva Injunction to extend the time by which the Mareva Respondents provided the Plaintiffs with affidavits setting out their assets and being examined on those affidavits;
29. later on February 28, 2022, RSJ MacLeod issued Reasons for Decision published as *Li et al v. Barber et al*, 2022 ONSC 1351;

Attorney General of Ontario's Restraint Order

30. at the time that the Mareva Injunction was issued, the Plaintiff was aware of the existence of a Restraint Order issued on February 10, 2022. In other words, approximately one week prior to the issuance of the Mareva Injunction, the Plaintiff was aware that the AG for Ontario was seeking to have the donors funds forfeited to the Crown;
31. the AG for Ontario's Restraint Order also provided that the respondents shall, upon written request, provide reasonable information regarding the status of the property, including but not limited to the balance of donations held in relation to the fundraising campaigns. No such requests were made by the AG for Ontario to the Mareva Respondents;

Nicholas St. Louis, Benjamin Dichter and Frustration of the February 28, 2022, Order

32. as set out above, the Mareva Respondent Nicholas St. Louis (“St. Louis”) sought to vary the terms of the Mareva Injunction to allow him to transfer the cryptocurrency he possessed that derived from donations raised from crowdfunding in support of causes associated with the protest to the Escrow Agent;
33. the vast majority of the cryptocurrency that St. Louis possessed that resulted from donations raised from crowdfunding in support of causes associated with the protest was held in a “multi-sig” wallet. A multi-sig wallet is a type of digital wallet that holds cryptocurrencies (in this case, specifically the cryptocurrency Bitcoin) that requires multiple persons to submit “keys” in order to complete a transfer;
34. the multi-sig wallet in question required three (3) “keys” in order to complete a transaction. St. Louis possessed two of the required three “keys” to the multi-sig wallet. The Mareva Respondent Benjamin Dichter (“Dichter”) possessed the third required “key”;
35. while St. Louis and Dichter were readily, willing and able to transfer the cryptocurrency to the Escrow Agent, their ability to do so and to comply with the Escrow Order was frustrated by the intervening actions of the Attorney General for Ontario on February 28, 2022;
36. on February 28, 2022, at approximately 12:30 p.m. (merely one hour after the issuance of the Escrow Order), a joint task force of RCMP, OPP and Ottawa city law enforcement (the “Police”) descended on the personal residence of St. Louis and executed a search warrant. The Police took St. Louis’ keys, and otherwise disrespected his *Charter* rights;
37. the search warrant is dated February 25, 2022, and signed by Justice Maranger;
38. as a result of the search warrant, the two required “keys” to access the multi-sig wallet containing the cryptocurrency donations raised from crowdfunding in support of causes associated with the protest were seized by Police and removed from St. Louis possession;
39. Police also seized various other electronics and paper records, which frustrate St. Louis’ ability to respond to this motion;

40. St. Louis was not arrested or charged with any offence. It appears that the sole purpose of the search warrant execution at that time, immediately after the issuance of the Escrow Order, was to prevent St. Louis from comply with the Escrow Order and to prevent the subject cryptocurrency from being transferred to the Escrow Agent;
41. the search warrant and the Information to Obtain (“ITO”) have been ordered sealed. St. Louis was provided a copy of the search warrant. The search warrant indicates that the he is being investigated for possession of property obtained by crime, money laundering and mischief;
42. Mischief is not a predicate offence for money laundering. It appears that the AG of Ontario is alleging that the predicate offence for money laundering is possession of property obtained by crime. Yet the property that the Mareva Respondents were in possession of was property obtained from donations, not property obtained by crime. There is no evidence that the donated funds derived from criminal conduct. The AG of Ontario allegation is that donations would be used to fund unlawful conduct. It is not a crime to solicit donations – yet the police allege the donations are property obtained by crime. On its face there are genuine concerns with the grounds for the issuing of the search warrant;
43. St. Louis has not enclosed a copy of the search warrant with his affidavit as a result of the sealing order. St. Louis requests leave to provide the Court with his copy of the warrant;
44. Dichter was not the subject of a similar search warrant execution. Instead, Police asked Dichter to voluntarily transfer his “key” to the multi-sig wallet to their (Police) possession;
45. on the advice of criminal defence counsel, Dichter denied the request to voluntarily transfer his “key”, but has advised counsel for the AG of Ontario that he remains ready willing and able to comply with the terms of the Escrow Order, in effect, to transfer his “key” to the Escrow Agent as originally contemplated by this Court;
46. counsel for the AG of Ontario was aware of the search warrant for the St. Louis’ residence prior to the motion for the Escrow Order heard on February 28, 2022. The AG of Ontario chose not to disclose to the Court on February 28, 2022, their knowledge of the search warrant or the timing of its execution;

47. it is inconceivable that counsel for the AG of Ontario did not foresee that the execution of the search warrant would frustrate the ability of St. Louis and Dichter to comply with the Escrow order. It is probable that the AG of Ontario and the Police executed the search warrant with full knowledge that by doing so they would frustrate the Escrow Order;
48. the conduct of the AG of Ontario was designed to have Ontario's quest for forfeiture take precedence over the Mareva Respondent's intention to have this Court determine title to the donated funds in the context of these civil proceedings;
49. paragraph 18 of the February 28, 2022, Escrow Order provides that any and all persons with notice of the Escrow Order shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent. The Police have failed to comply with this order despite their knowledge of it;
50. as a result of the AG of Ontario and Police conduct, St. Louis seeks a declaration that the conduct of the AG of Ontario amounts to a contempt of court, and he seeks an order that the AG of Ontario turn over his keys to either his counsel or the Escrow Agent;
51. St. Louis and Dichter have not taken any steps in noncompliance or to frustrate the terms of the Escrow Order. Their compliance with the Escrow Order has been frustrated by the intervening acts of the AG for Ontario against which they seek the costs of this motion;
52. once the St. Louis "keys" are transferred to the Escrow Agent, Dichter will also transfer his "key" to the Escrow Agent. St. Louis and Dichter wish to comply with the Escrow Order;
53. St. Louis and Dichter request that this Honourable Court end the Mareva injunction as it applies to them – the Escrow Order is sufficient to compel funds to the Escrow Agent;

Chris Garrah

54. as set out above, Chris Garrah ("Garrah") also consented to the variance of the Mareva Injunction to allow him to transfer donated funds in his possession to the Escrow Agent;
55. Garrah has produced his bank account records to the Escrow Agent and has taken steps to comply with the terms of the Escrow Order. As part of these efforts, Garrah has sought the assistance of his bankers, Royal Bank of Canada ("RBC"), who have placed their own freeze on Garrah's accounts due to the Restraint Order. Counsel for RBC has advised

that they are presently reviewing the terms of the Escrow Order and seeking instructions;

56. Garrah requests that this Honourable Court direct RBC to transfer funds from his Account No. 5474 to the Escrow Agent, and that this Court end the Mareva injunction as it applies to him - the Escrow Order is sufficient to compel funds to the Escrow Agent;
57. for greater certainty, it appears that both the Mareva Injunction and the Restraint Order seek to restrain the same funds in part – being the funds raised through the Adopt-a-Trucker campaign on the platform GiveSendGo LLC. The Mareva Injunction went further and also restrained additional donations raised via e-transfers and cryptocurrency donations as set out on the Adopt-a-Trucker website – funds which Garrah is in the process of having transferred to the Escrow Agent;
58. the issues for Garrah is that both the funds donated via the GiveSendGo LLC platform (ultimately transferred to Garrah through GiveSendGo's payment processor, Stripe), and the donations via e-transfer were deposited into the same RBC bank account. In other words, Garrah is both required by the Escrow Order and restrained by the Restraint Order, from transferring the funds to the Escrow Agent;
59. in reality there is no risk of dissipation of the funds held in Garrah's RBC Account No. 5474 associated with Adopt-a-Trucker as the funds are already restrained by RBC in connection with the terms of the Attorney General's Restraint Order;
60. in terms of the cryptocurrency donated in connection with the Adopt-a-Trucker campaign, Garrah never had possession, power or control over those funds. Garrah and the non-party who has possession of cryptocurrency donated in connection with the Adopt-a-Trucker campaign are presently working with the Escrow Agent to coordinate the transfer of those assets to the Escrow Agent;

Tamara Lich

61. Tamara Lich ("Lich") was released from custody on March 7, 2022. Lich was being held on charges of "counselling to commit mischief", not on charges related to theft or fraud. Given Lich's incarceration, our office has been unable to communicate or obtain instructions from Lich;

62. as set out in the TD Canada Trust (“TD Bank”) Interpleader Application, TD Bank is currently holding approximately \$1,393,406.98 in funds that were deposited in two bank accounts. The funds in the TD Bank accounts include the \$1 million deposited from the GoFundMe crowdfunding campaign raised in connection with the protest, as well as various donations from 3,000 donors;
63. TD Bank has restrained the accounts in question due to the nature of the accounts – being personal bank accounts – and the fact that the funds are meant to hold funds belonging to individuals, not to hold funds beneficially held for another, or funds that are being held for a specific purpose relating to managing and enterprise;
64. TD Bank placed the hold on the two connected bank accounts on February 4, 2022. The fact that TD Bank had frozen the accounts was also highly publicized, and their Notice of Application seeking to pay the frozen funds into court was issued on February 14, 2022;
65. our office has consulted with TD Bank, who have proposed to withdraw the Interpleader Application, and instead obtain an order to transfer the funds frozen by TD Bank to the Escrow Agent. TD Bank is seeking the consent of the AG of Ontario and the Plaintiffs. The Mareva Respondents consent to the order TD Bank is requesting;
66. TD Bank advises that the accounts in question are joint accounts between Lich and the defendant Barber, who is not a listed Mareva Respondent, and who is not presently incarcerated. Barber can respond, if he wishes, to the order to transfer the funds frozen by TD Bank to the Escrow Agent;
67. what is clear is that there is currently no risk of dissipation, and given TD Bank’s freeze on Lich’s accounts on February 4, 2022, there never was a risk of dissipation on the impugned accounts. The Mareva injunction should be dissolved as it applies to Lich;

Freedom Corp.

68. the Mareva Respondent Freedom Corp. does not hold any bank accounts and is not presently in possession power or control of any assets, including any funds donated through the GiveSendGo LLC crowdfunding campaign;

69. donated funds raised through the GiveSendGo LLC platform are, ordinarily, not possessed or controlled by GiveSendGo LLC, but are rather transferred directly to the crowdfunding campaign recipient directly by GiveSendGo's payment processing partners. In this case, GiveSendGo's payment processing partner is the entity Stripe;
70. as part of its payment processing function, Stripe required a bank account or banking facility into which the donated funds may be deposited. Freedom Corp. was unable to obtain banking facilities into which the donated funds might be deposited;
71. as a result, Stripe holds possession of approximately \$3.4 million USD in donated funds raised through the GiveSendGo platform. Stripe gave evidence at a Parliamentary hearing on March 3, 2022, indicating that they and their bank accounts are located in the United States. Stripe has notice of and has indicated its compliance with the Attorney General's Restraint Order that prevents the movements of those funds. The Mareva Respondents request that Stripe be given the opportunity to provide evidence to the Court if necessary;
72. given Freedom Corp.'s inability to obtain banking facilities, Freedom Corp. entered into an Agreement with GiveSendGo LLC, and in particular its CFO and co-founder Jacob Wells, which directed that Wells would hold the remaining balance of the donated funds in an "interim account" pending the attainment of banking facilities by Freedom Corp. Presently, Freedom Corp. is unaware of the details of the "interim account";
73. the Agreement between Freedom Corp. and Jacob Wells was signed on February 9, 2020, - prior to the issuance of the Attorney General's Restraint Order on February 10, 2022. In any event, none of the funds raised on the GiveSendGo LLC platform have flowed to Freedom Corp. due to the issues outlined above;
74. on March 3, 2022, Jacob Wells attended a parliamentary committee on Public Safety and National Security to testify as a witness. During the committee session, Mr. Wells made statements to the effect that the donations are held in a U.S. bank account, that he and his organization are seeking legal counsel with respect to the disposition of the donations, and specifically whether the donated funds will be returned to donors;

75. GiveSendGo LLC and Jacob Wells have notice of the Attorney General's Restraint Order. GiveSendGo LLC has taken the position publicly that it does not view itself as subject to the jurisdiction of the Canadian court orders. The Mareva Respondents request that GiveSendGo LLC be given the opportunity to provide evidence to the Court if necessary;
76. as previously stated, Freedom Corp. has no other assets other than a potential claim to the donations raised via crowdfunding on the GiveSendGo LLC platform. It is clear that there is no risk of dissipation as it applies to Freedom Corp. as the donations never vested in Freedom Corp.'s possession, power or control. For the foregoing reasons, the Mareva injunction should not continue as against Freedom Corp.;

Mareva Respondents Motion to Set Aside or Dissolve the Mareva Injunction

77. the Mareva Respondents seek to set aside the orders issued on February 17, 2022, and those orders in the nature of the Mareva Injunction order extended on February 28, 2022;
78. the Mareva Respondents do not seek to collapse or otherwise dissolve the Escrow Order that was entered on consent on February 28, 2022. Instead, the Mareva Respondents seek to amend the Escrow Order such that it reflects a typical preservation order, with the provision of terms that would allow the Mareva Respondents to apply to the funds for provision of legal fees and associated litigation costs. The Mareva Respondents also seek that the preservation order issued on a without prejudice basis to a future motion to dissolve or otherwise amend the preservation order;
79. as outlined above, there is no genuine risk of dissipation per the Mareva Respondents. The funds that were the subject of the Mareva Injunction – i.e. cash and cryptocurrencies donated through crowdfunding campaigns in connection with the protest – is for the most part restrained either by the AG for Ontario's Restraint Order, or by independent actions taken by the financial institutions RBC and TD Bank. The balance of funds are currently subject to the Escrow Order and are in the process of being transferred as directed;
80. the issue of the donated cryptocurrency in the possession of St. Louis and Dichter is subject to the Escrow Order. It has presently been frustrated by actions of the Police and AG of Ontario. The Police told St. Louis while executing their warrant that 'criminal law trumps civil law.' Really? The Mareva Respondents' submit this Court should direct the

Police to turn over St. Louis' keys to our office or the Escrow Agent so that effect can be given to the Escrow Order, and order costs against the AG of Ontario;

81. a Mareva injunction has never been issued in any jurisdiction that we are aware of in support of an allegation of public and / or private nuisance or with respect to a political protest. The issuance of Mareva injunctions creates a new legal precedent;
82. the Mareva Respondents raise the issue of failure to make full material disclosure with respect to the February 17, 2022, order. The Mareva Respondents submit that had they been provided notice of this motion, even short notice, they would have had the opportunity to explain the effect of the AG of Ontario Restrain Order and TD freeze, and otherwise transfer the donated funds to an Escrow Agent;
83. the *ex parte* Mareva Injunction sought was not in the form of a proprietary injunction. A proprietary injunction is typically sought in cases of alleged theft, conversion or fraud where the defendant is alleged to be in possession of the plaintiff's property. In other words, this was not the case where the assets alleged to be in the possession of the defendants were not assets that the Plaintiff's asserted belonged to them, or subject to a trust in favour of the Plaintiff. Rather, the Plaintiff's main objective was to secure assets of donors to support a protest so that they are available to the Plaintiffs in the event that they obtain a judgment. Yet the Plaintiffs did not seek their injunction against the donors;
84. the holders of the majority of donated funds, GiveSendGo and Stripe, have not been named as Mareva Respondents. Actions have not been taken by the Plaintiffs in the jurisdiction that they operate – i.e. the United States;
85. as the standard interplay between the rights of victims to preserve funds is counterbalanced between the starting position that litigants are ordinarily not entitled to execution before judgment, the type of non-proprietary injunction sought by the Plaintiff in the instant case should be subject to significant scrutiny;
86. while a Mareva Injunction is not restricted to cases of fraud or theft, a plaintiff is required to demonstrate a strong *prima facie* case. The purpose of the Mareva Injunction in this case is not to prevent the Mareva Respondents from carrying on business in their usual course, but rather is intended to restrain them from taking unusual steps to put assets

beyond the reach of the Plaintiffs in order to thwart any judgment the plaintiffs might obtain;

87. in the present case, the Plaintiffs relied on evidence of public statements made by some of the Mareva Respondents of plans to distribute donated cryptocurrency. The Plaintiffs relied on those statements to draw some adverse inference, whereas the Plaintiffs failed to address the fact that the distribution of donated cryptocurrency was the purpose for which the funds were donated in the first place, in other words, there was no evidence of “unusual steps” to put assets beyond the reach of the Plaintiff;
88. similarly, the Plaintiffs alleged that the donated funds were used to finance the protest, such that the donated funds were directly tied to the alleged actions of public and private nuisance. However, the Plaintiffs provided no evidence that the funds in question actually financed or supported the alleged acts of nuisance, and provided no evidence of “unusual steps” to thwart a future judgment. The reality is the majority of the funds never made it to the donors’ intended destination, such that the gift has not vested and the funds were not used to support or finance the alleged acts of nuisance;
89. in other words, the Plaintiffs appear to wish for two competing realities to be true at the same time: the Plaintiffs alleges that the Mareva Respondents are liable as joint tortfeasors for the acts of public and private nuisance because they organized the funding and support for the nuisance conduct (there is no evidence that the Mareva Respondents actually committed the actions of public or private nuisance, rather it is alleged they were the “funders” and “organizers” of the protest). Yet, at the same time, the Plaintiffs seeks to restrain the funds received through donations to support their future judgment;
90. the Mareva Respondents submit that it had to be one or the other: either the donated funds were used by the Mareva Respondents to support the nuisance, or the Mareva Respondents or non-parties still have possession of the donated funds, in which case the funds were not used to support the nuisance, and calls into question the question whether the Plaintiff has shown a strong *prima facie* case as alleged;
91. the vast majority of the donated funds in cash and cryptocurrencies in question were a) already restrained by the Attorney General’s Restraint Order; b) already frozen by actions of TD Bank and RBC, or c) already out of the hands of the Mareva Respondents when the

order was sought and obtained. There was no need for a Mareva injunction;

92. the Mareva Respondents submit that the Plaintiffs have failed to satisfy the legal requirements for the issuance of the *ex parte* Mareva and related orders. In the alternative, the Mareva Respondents submit that the need for the Mareva Injunction no longer exists;
93. there is no further utility to the Mareva injunction and related orders as issued, as there remains no assets in the jurisdiction (other than those already covered under the Escrow Order) which the Mareva Injunction is designed to latch onto (donated funds);
94. to the extent necessary, the Mareva Respondents seek any necessary orders validating or authorizing substituted service of the materials filed in support of their motions;
95. Rules 1.04, 1.05, 2.01, 3.02, 16.04, 37, 40 and 57 of the *Rules of Civil Procedure*;
96. Section 101 of the *Courts of Justice Act*;
97. such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. this Notice of Motion;
2. the Affidavit of Nicholas St. Louis and the exhibits attached thereto;
3. the Affidavit of Benjamin Dichter and the exhibits attached thereto;
4. the Affidavit of Chris Garrah and the exhibits attached thereto;
5. the Affidavit of Chad Eros and the exhibit attached thereto;
6. a Factum and Brief of Authorities;
7. such other evidence as counsel may advise and this Honourable Court may permit.

PREVIOUSLY FILED MATERIALS:

1. Responding Record of the Mareva Respondents, dated February 28, 2022.

March 8, 2022

Investigation Counsel PC



Norman Groot / LSO No.: 43721V

[REDACTED]

Lawyers for Respondents to the Mareva
Injunction – Benjamin Dichter, Tamara Lich,
Chris Garrah, Nicholas St. Louis and
Freedom 2022 Human Rights and
Freedoms

TO: LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP
Barristers

[REDACTED]

Monique J. Jilesen (43092W)

[REDACTED]

Madison Robins (70110K)

[REDACTED]

Sarah Bittman (74913I)

[REDACTED]

Jessica Kras (77700K)

[REDACTED]

Acting as Agent to Champ & Associates, Counsel
for the Plaintiffs, Zexi Li, Happy Goat Coffee
Company Inc, 7983794 Canada Inc. (c.o.b. as
Union: Local 613) and Geoffrey Devaney

AND TO: PATRICK KING

E-Mail: p [REDACTED]

Defendant/Responding Party

AND TO: MINISTRY OF THE ATTORNEY GENERAL

[REDACTED] 2S9

Melissa Adams

[REDACTED]

AND TO: **GIVESENDGO LLC, and MR. JACOBS WELLS**
ATTN: Terms of Use/Legal Department

[REDACTED]

AND TO: **STRIPE CANADA PAYMENTS SERVICES LTD.**

[REDACTED]

AND TO: **STRIPE**

[REDACTED]

Attn: Katherine M. Carroll
Global Head of Public Policy

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

NOTICE OF MOTION

Investigation Counsel PC

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Toronto, ON M5H 2S6

Norman Groot / LSO No.: 43721V

Tel: 416-637-3141

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ngroot@investigationcounsel.com

Lawyers for the Respondents to the Mareva
Injunction – Benjamin Dichter, Tamara Lich, Chris
Garrah, Nicholas St. Louis and Freedom 2022
Human Rights and Freedoms

T A B 2

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21,
JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27,
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JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51,
JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF NICHOLAS ST. LOUIS

I, Nicholas St. Louis, of City of Ottawa, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe and provide my sources. This affidavit follows my affidavit sworn February 27, 2022.

2. I have read the Mareva injunction Order dated February 17, 2022, issued in this action, and specifically paragraphs 9 and 10 of Schedule "A". I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022. I oppose the extension of the Mareva injunction for the reasons that follow.

3. The endorsement of February 28, 2022, indicates at paragraph 5 that counsel for the Attorney General of Ontario appeared to advise that Ontario had no objection to the transfer of funds to the escrow agent KSV Advisory Inc. (the "Escrow Agent"). The Court stated that the funds in question did not appear to be funds subject to the Restraint Order obtained by the AG Ontario, and that in any event Ontario was content that the funds be held by the Escrow Agent until further order of the Court. At paragraph 11 of the Endorsement the Court held the Mareva injunction was extended and varied without prejudice to the rights of the parties. Attached as **Exhibit A** to this my affidavit is a true copy of the Endorsement dated February 28, 2022.

4. The order of February 28, 2022, indicates at paragraph 4 that the Mareva order of February 17, 2022, is varied to permit the 'Escrow Assets' to be transferred to the Escrow Agent. Paragraph 8 of the February 28, 2022, order provides that the Escrow Agent shall forthwith collect, receive and exercise control over the Escrow Assets, including taking steps to receive passwords, private keys, seed words or security codes, and to report to the Court about the progress of the fulfillment of its powers and duties pursuant to this order. Paragraph 11 of the February 28, 2022, order provides that the Escrow Assets includes the digital assets or cryptocurrency that are held in the digital wallets listed in paragraph 9 and 11 of Schedule A to the February 17, 2022, Mareva order. Attached as **Exhibit B** to this my affidavit is a copy of the Order dated February 28, 2022.

5. Paragraph 16 of the February 28, 2022, order provides that I, Nicholas St. Louis, shall, by March 9, 2022, provide the Escrow Agent with all passwords, private keys, seed words or access codes necessary to provide the Escrow Agent with access or control to the wallets listed in paragraph 9 of Schedule A to the February 17, 2022, Mareva order. Paragraph 18 of the February 28, 2022, order provides that any and all persons with notice of the Order shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent. Paragraph 19 of the February 28, 2022, order provides that I shall advise the Escrow Agent of all steps taken to comply with the order.

6. At approximately 11:30 am on February 28, 2022, the motion ended. I was contacted by my counsel and I started to prepare an email to send the seed words to my counsel.

7. At approximately 12:15 am on February 28, 2022, there was a knock on the door to my apartment. I live on a ground floor unit. The person at the door was a delivery man of some sort. The delivery man asked me if this was my unit, which I confirmed. Once I did this the delivery man scurried away and two plain clothes police officers walked up to my unit. The police officers

announced to me that they had a search warrant. There were a total of approximately ten police officers. The police officers forcibly removed me from my apartment and took me to an unmarked police vehicle. From the back of the police vehicle I observed eight to ten uniform and plain clothes police officers enter my apartment.

8. While in the back of the police vehicle, an RCMP officer asked me questions. I was detained in the back of the police vehicle against my free will for approximately sixty (60) minutes. I was then led by a police officer to my apartment. The police wanted the seed phrases for my crypto wallets. Under police compulsion I provided my seed phrases to the officers. Two 'special constables' who appeared to be bitcoin literate asked me for the other seed phrase to gain access to the multi-sig wallet. I told them I did not have it. They knew that Ben Dichter had it.

9. The police seized numerous items of my property. I asked for a list of property that they took but they did not provide it. The police took such items as my Iphone, my laptop, papers in my apartment, and a bed side journal. The police did not provide property receipts for the items seized from my residence.

10. During the execution of the search warrant I noticed that police were actively transferring some of the bitcoin that is subject to the Escrow Order to their own wallet, which I assume to be the OPP wallet or some other form of wallet they control. I have kept a log of the bitcoin that they transferred, all of which can be verified by reviewing the blockchain. Previous to the search warrant, four (4) wallets and/or the necessary seed phrases were in my possession. Below are the updated details:

- 1) Original donation address created (3P2PDfQQVPSV6qLWcUXM4BDSrygeafstft):
 - Seed phrase seized;
 - OPP/police migrated all cryptocurrency (256,336 sat) from this wallet on February 28, 2022, at 14:39;
 - Currently the cryptocurrency is held in wallet address 38piesvP4Ex6PJiR15nnFxfU4wqwvE8j6e.
- 2) Hot wallet (32VvHXjGfPUMZJjhVQZteo462dtB8kzP58):
 - Seed phrase seized;
 - OPP/police migrated all cryptocurrency (291,927 sat) from this wallet on February 28, 2022, at 14:33;
 - Currently the cryptocurrency is held in wallet address 3DQshotWN5CDsHd8RY7DqVrDUNFDD1gNhG.
- 3) Change wallet (bc1qflmltfkkyjd07x6cjQ7l62a3wc23z8nntav4zp):
 - Seed phrase seized;
 - OPP/police migrated all cryptocurrency (27,935,368 sat) from this wallet on

February 28, 2022, at 14:09;

- Currently the cryptocurrency is held in wallet address 34ARVVU6L83c9witdsPs3uSiC5TrzVXLLR

4) 3/5 Multi-Sig Wallet:

- Seed phrases for two (2) keys seized;
- I am currently in possession of BSMS wallet configuration file;
- The BSMS wallet file and the three (3) seed phrases are needed to execute a collaborative wallet recovery process;
- Once recovery process is completed, funds can be moved/transferred to the Escrow Agent.

11. I am also aware that there is a small balance of bitcoin cryptocurrency that was collected via donations stored in various Lightning/OnChain addresses. I believe the balance of the Lightning/OnChain addresses to be approximately 1.6 bitcoin. To my understanding, the addresses containing the funds have not yet been aggregated into a single wallet. I do not have the necessary possession, power or control over these funds/addresses in order to transfer them to the Escrow Agent. However, I have been in contact with the Benjamin Perrin, who is listed as a cryptocurrency custodian on the original Mareva Injunction order, and who is individual who controls the aforementioned Lightning/OnChain funds. Mr. Perrin has advised me that he is not opposed to transferring the bitcoins to the Escrow Agent, however, that he is unable to complete the transfer until March 20, 2022 when he returns from vacation. I will remain ready, willing and able to assist the Escrow Agent to the best of my abilities to obtain the donated funds in the Lightning/OnChain wallet from Mr. Perrin and assist in the transfer of said donated funds to the Escrow Agent.

12. The search warrant the police provided to me indicates that they have grounds to believe that I committed the offences of mischief, money laundering and possession of property obtained by crime. I have committed no such offences. I was not charged with any offences. The police advised me that the warrant is under seal as well as the information to obtain the warrant.

13. I was not able to contact my lawyer while the police were at my apartment. I was finally able to contact my lawyer after the police had left my apartment.

14. On Friday March 4, 2022, an OPP officer called to arrange a drop off-of some of my items. The officer returned a few of my electronic items, most of the items returned I believe should not have been taken in the first place, like my personal journal, and my podcasting microphone. The officer also returned my personal Iphone. Law enforcement still retain possession, power and

control of the various cryptocurrency, as set out above, and the “keys” and seed phrases necessary to comply with the Escrow Order.

15. The following are emails that I have reviewed between the Crown and my counsel:
On Feb 28, 2022, at 2:35 PM, Fawcett, Michael (MAG)
<Michael.Fawcett@ontario.ca> wrote:

Hi Daniel - do you have a minute for a quick time-sensitive call regarding Mr Dichter?

From: Daniel Freiheit <daniel@lionlaw.ca>
Sent: Monday, February 28, 2022 3:31:17 PM
To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Norman Groot
<ngroot@investigationcounsel.com>
Subject: Re: BJ Dichter

Hi Michael - thanks for your note below and call earlier. I'm connecting you with Mr. Norman Groot (cc'd) who will be better able to respond to any questions relating to crypto matters.

Thanks and all the best.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>
Sent: Monday, February 28, 2022 3:32 PM
To: Daniel Freiheit <daniel@lionlaw.ca>; Norman Groot
<ngroot@investigationcounsel.com>
Subject: Re: BJ Dichter

Terrific. Norm, are you free for a call?

From: Norman Groot
Sent: Monday, February 28, 2022 4:28 PM
To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Daniel Freiheit
<daniel@lionlaw.ca>
Subject: RE: BJ Dichter

Michael,

I am in another court at present.

Please send me your phone number.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>
Sent: Monday, February 28, 2022 4:30 PM
To: Norman Groot <ngroot@investigationcounsel.com>; Daniel Freiheit
<daniel@lionlaw.ca>
Subject: Re: BJ Dichter

416-[redacted]

From: Norman Groot
Sent: Tuesday, March 1, 2022 10:15 AM
To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Daniel Freiheit <daniel@lionlaw.ca>
Cc: Ashley Ferguson <aferguson@investigationcounsel.com>
Subject: RE: BJ Dichter

Michael,

The following are my notes from our call last evening:

1. last week the police obtained a search warrant on the residence of Nick St. Louis – Mr. St. Louis has provided us a copy of it – it is enclosed;
2. the police investigation is a JFO between the RCMP, OPP and Ottawa Police Service;
3. the police are investigating Mr. St. Louis for possession of the proceeds of crime, money laundering, and mischief – this is indicated in the search warrant doc as well;
4. the affidavit to obtain the warrant is under seal;
5. the police waited to the conclusion of the motion involving Mr. St. Louis in the civil court on Feb 28th re the Mareva injunction, and then executed the warrant on Mr. St. Louis thereafter;
6. the police have seized all of Mr. St. Louis' electronic devices and seized his passwords / seed for various crypto wallets;
7. the police are analyzing the electronic devices of Mr. St. Louis for any evidence related to the crypto and passwords;
8. the police are seeking to seize all donations related to the so called 'Freedom Convoy' – there are multiple targets (not disclosed) who are the subject of this investigation;
9. notwithstanding that Mr. St. Louis was provided the standard Charter caution, the police asked Mr. St. Louis various questions before he spoke with a lawyer, and he made statements to police;
10. the police are seeking the cooperation of Mr. Dichter so that they can transfer the crypto that Mr. St. Louis has knowledge of to a wallet controlled by the OPP;
11. the police do not have a court order requiring Mr. Dichter to turn over anything to the police.

I have not spoken to Mr. Dichter as of yet. Please let me know if the above is an accurate / fair summary of our call. Please let me know if a search warrant or any other order has been issued with respect to Mr. Dichter.

Obviously this search warrant issue is an obstacle to compliance by Mr. St. Louis with the enclosed Mareva order – and issue we will be looking into.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>
Sent: Tuesday, March 1, 2022 10:29 AM
To: Norman Groot <ngroot@investigationcounsel.com>; Daniel Freiheit

<daniel@lionlaw.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>

Subject: RE: BJ Dichter

Hi Norm:

Thanks very much for the e-mail.

No, I don't think this is an accurate summary of our call. I think it's inaccurate in several important respects. For example, I gave further important information around the timing of the warrant. Also, for example, I don't recall discussing the police questioning of Mr. St. Louis and its timing vis-à-vis his rights to counsel. In fact, I have no information whatsoever in that regard – other than he was advised of his rights to counsel; gave your name; and cooperated with police. That's the extent of my knowledge.

But...Putting our disputes over this summary aside, I think we can move forward:

Yes, you are correct about the reason for the call: The police are hoping that Mr. Dichter will cooperate voluntarily with police, and provide police with any seed phrases, passwords, passcodes, etc., pertaining to any of the cryptocurrency that was donated to or raised by the convoy, and that Mr. Dichter has in his possession or control. The same information that he was prepared to hand over voluntarily to the escrow agent.

As I mentioned on the call, I'm not in a position to discuss the existence of any other warrants or requests for authority to search that may (or may not) exist at this time.

Please let me know if you have any questions. We would very much appreciate an answer on the question of Mr. Dichter's voluntary compliance as soon as possible, so that the police can decide how to move forward with respect to their investigation.

From: Norman Groot

Sent: Tuesday, March 1, 2022 10:51 AM

To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; **Daniel Freiheit**

<daniel@lionlaw.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>

Subject: RE: BJ Dichter

Michael,

Its not a dispute. Thanks for the clarification. I just wish to ensue I have your information correctly summarized. If there other errors than you listed below, let me know.

Please appreciate that Mr. Dichter will like to know precisely what is happening. If I hear from Mr. Dichter I will let you know.

From: Norman Groot

Sent: Wednesday, March 2, 2022 4:52 PM

To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; **Daniel Freiheit**

<daniel@lionlaw.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>

Subject: RE: BJ Dichter

Michael,

Our understanding is that Mr. Dichter has retained criminal defence counsel Chris Assie who is going to respond to your inquiries re Mr. Dichter.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>
Sent: Friday, March 4, 2022 1:13 PM
To: Monique Jilesen <mjilesen@litigate.com>; Norman Groot <ngroot@investigationcounsel.com>; Christopher Assie <christopher@nrlawyers.com>
Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>
Subject: R. v. St. Louis et al: Transfer of Crypto Keys

Hello everyone –

I just wanted to follow up quickly on the phone calls that we had yesterday.

Here is my understanding of the current proposed plan: Right now, Mr. Dichter retains possession of his cryptocurrency keys relating to the freedom convoy assets. Mr. St. Louis have been seized by the OPP in connection with the execution of a search warrant. The proposal is for Mr. Dichter to hand his keys over to the escrow agent. As for Mr. St. Louis's keys, they will be provided by the OPP to counsel, who will then turn them over to the escrow agent. Once in possession of both individuals keys, the escrow agent will not use them to transfer any cryptocurrency into the agent's possession but, rather, will provide both sets of keys back to the OPP – who will transfer any accessible cryptocurrency into an OPP-controlled wallet. All parties to this email will get notice of any forfeiture hearing relating to those assets.

Does this work for you?

Please let me know.

From: Christopher Assie <christopher@nrlawyers.com>
Sent: Friday, March 4, 2022 3:17:56 PM
To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Monique Jilesen <mjilesen@litigate.com>; Norman Groot <ngroot@investigationcounsel.com>; ask@davidanber.com <ask@davidanber.com>
Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>
Subject: Re: R. v. St. Louis et al: Transfer of Crypto Keys

Dear Mike,

Your proposal does not work for me for a number of reasons.

1. There is a valid court order that requires Mr. Dichter and Mr. St. Louis to provide the key to the escrow lawyers. They have no ability to provide it to anyone else – including the police – or else they are in violation of a court order and can be charged with contempt of court.
2. The police have frustrated Mr. St. Louis' legal obligations under the court order – obligations that the OPP knew he had when they seized the key. The actions of the OPP appear to be a flagrant attempt to frustrate Justice Macleod's order. Though Mr. St. Louis will likely have a defence to the charge of contempt of court, that does not immunize him from the proceedings, including the expense and potential loss of liberty while it gets sorted out.

3. I have reviewed a copy of the search warrant, but not the ITO. The offences listed are: Possession of Property Obtained by Crime, Money Laundering, and Mischief to Property. It will be very interesting to read the ITO. It is difficult to imagine on what basis the police claim there was evidence of property that was obtained by crime and money that was laundered by Mr. St. Louis. It will also be interesting to see what evidence could be gathered by searching Mr. St. Louis' residence in relation to the mischief to property charge.
4. The OPP should be delivering Mr. St. Louis' key immediately to the escrow lawyers. Their detention of the key in the face of the court order – which they surely knew about before executing the order is very questionable conduct. I hope that they did not ask for Crown counsel to green light the seizure of the key after Justice Macleod's order was granted. That would be legally dubious and potentially reflect a serious ethical breach. Counsel cannot be in court before a judge and hold back material information from the justice while they craft a court order. The plaintiffs would be well within their right to seek a return of the key from the police under the Criminal Code.
5. Once the keys are in the possession of the escrow lawyers, they do not have the legal authority to transfer it to anyone else – including the OPP – without prior authorization of the judge who issued the order for them to hold onto the keys. Neither Mr. Dichter, Mr. St. Louis, nor the plaintiffs can give their consent for the escrow lawyers to deliver the keys to the police. We cannot consent to something for which we do not have legal authority.

I am prepared to agree upon the following:

1. Mr. Dichter is going to comply with the court order and deliver to the escrow lawyers the key.
2. I am prepared to receive service on behalf of Mr. Dichter for any forfeiture application the Crown attempts.

Sincerely,

Christopher K. Assié
Certified Specialist in Criminal Law

From: Norman Groot

Sent: Friday, March 4, 2022 3:20 PM

To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>

Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>; Ashley Ferguson <aferguson@investigationcounsel.com>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Michael – I left you a vm – please call at your earliest convenience. The better course of action is [for the OPP to] provide us with Mr. St. Louis' keys, and to have the crypto stored in the escrow wallet, and then the OPP can make an application to have it transferred to the OPP. I suspect the OPP will not be successful with their application given the way they went about this. I note that the subject line states R. v. St. Louis – yet Mr. St Louis has not been charged with any criminal offences.

Melissa – can you advise me by return email (or call me) whether you were aware of the search warrant against Mr. St. Louis when you were before the Court on Monday? Its hard to imagine that is not the case. Assuming you were, it would appear that it was a material omission to advise the court that you were aware that the OPP intended to frustrate the order being made by seizing Mr. St. Louis's keys. I'd like your explanation

today, as we are drafting motion materials to put the court on notice of this issue. My cell is 416-319-1203.

From: Adams, Melissa (MAG) Melissa.Adams@ontario.ca
Sent: Friday, March 4, 2022 3:21 PM
To: Norman Groot ngroot@investigationcounsel.com
Subject: Automatic reply: R. v. St. Louis et al: Transfer of Crypto Keys

Thank you for your email. I will be back in the office on Monday. If your matter cannot wait until Monday, please contact Lynn.Xia@ontario.ca.

Thank you,
 Melissa Adams

From: Norman Groot <ngroot@investigationcounsel.com>
Sent: March 4, 2022 3:24 PM
To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Xia, Lynn (MAG) <Lynn.Xia@ontario.ca>
Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>; Ashley Ferguson <aferguson@investigationcounsel.com>
Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Dear Ms. Xia,

Please contact Melissa Adams and ask her to respond to the email below.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>
Sent: Friday, March 4, 2022 3:44 PM
To: Christopher Assie <christopher@nrlawyers.com>; Monique Jilesen <mjilesen@litigate.com>; Norman Groot <ngroot@investigationcounsel.com>; ask@davidanber.com
Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>
Subject: Re: R. v. St. Louis et al: Transfer of Crypto Keys

Hi Chris:

Thanks very much for the email. So, I disagree with a number of the points here but I'm not sure there is any sense litigating it over email. This was an agreement discussed yesterday between plaintiffs counsel and counsel for Mr St Louis. Suffice to say: you don't agree with it. That's fine. We'll move on.

Have a nice weekend.

From: Xia, Lynn (MAG) <Lynn.Xia@ontario.ca>
Sent: Friday, March 4, 2022 3:55 PM
To: Norman Groot <ngroot@investigationcounsel.com>
Cc: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>; Ashley Ferguson <aferguson@investigationcounsel.com>; Fawcett, Michael (MAG)

<Michael.Fawcett@ontario.ca>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Good afternoon Mr. Groot,

Thank you for your email.

My understanding is that counsel Melissa Adams is currently out of the office. Melissa will check her emails from time to time, and she will respond to your email when she is available.

Regards,

Lynn Xia
A/Asset Coordinator
Restraint and Forfeiture Office
Crown Law Office – Criminal
Ministry of the Attorney General
Email: lynn.xia@ontario.ca

From: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>

Sent: Friday, March 4, 2022 5:26 PM

To: Norman Groot <ngroot@investigationcounsel.com>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Mike – do you have a few minutes to chat about this?

M.

From: Norman Groot <ngroot@investigationcounsel.com>

Sent: March 4, 2022 5:38 PM

To: Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>; Fawcett, Michael (MAG)

<Michael.Fawcett@ontario.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>; Monique Jilesen

<mjilesen@litigate.com>; Christopher Assie <christopher@nrlawyers.com>; Bobby

Kofman <bkofman@ksvadvisory.com>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Melissa – I added Mike to the email – maybe you misdirected your email. I have also added everyone who has an interest in this issue. In any event, this will be a non-issue if the OPP give the Mr. St. Louis keys to the escrow – now. If this does not happen, this will be an issue that we need your explanation on. We need to know now as we are preparing our motion record which will include a motion for an order that the OPP turn over the keys to the escrow – and the grounds for the motion will set out what occurred to Mr. St. Louis. I am open to a call to discuss 416-319-1203.

From: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>

Sent: Friday, March 4, 2022 5:46 PM

To: Norman Groot <ngroot@investigationcounsel.com>; Adams, Melissa (MAG)

<Melissa.Adams@ontario.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>; Monique Jilesen

<mjilesen@litigate.com>; Christopher Assie <christopher@nrlawyers.com>; Bobby

Kofman <bkofman@ksvadvisory.com>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Hi Norm – Just touching base one last time before the weekend. We have a meeting to chat with the OPP about their plan vis-à-vis the crypto keys, but its not going to get decided imminently. We'll get you an answer as soon as we can. I expect Monday morning. I appreciate your time crunch on this one.

Take care,

From: Norman Groot

Sent: Sunday, March 6, 2022 10:54 AM

To: Fawcett, Michael (MAG) <Michael.Fawcett@ontario.ca>; Adams, Melissa (MAG) <Melissa.Adams@ontario.ca>

Cc: Ashley Ferguson <aferguson@investigationcounsel.com>; Monique Jilesen <mjilesen@litigate.com>; Christopher Assie <christopher@nrlawyers.com>; Bobby Kofman <bkofman@ksvadvisory.com>

Subject: RE: R. v. St. Louis et al: Transfer of Crypto Keys

Michael,

Enclosed is our draft Notice of Motion that we will be finalizing tomorrow morning. We trust that the AG of Ontario will have their response first thing tomorrow morning.

16. As I mentioned above, paragraph 18 of the February 28, 2022, order provides that any and all persons with notice of the Order shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent. Given the aforementioned emails, it is clear that the AG of Ontario and defacto the police aware of paragraph 18 of the February 28, 2022, order.

17. It is apparent to me that the police have acted in contempt of Court. The police knew they have a duty to cooperate to give effect to the Escrow Order, yet they refuse to do so. Accordingly, I seek an order that the OPP turn over to me, my counsel and / or the Escrow Agent my seed words / access codes so that the crypto that is in wallets that I controlled can be turned over to the Escrow Agent so that effect can be given to the Escrow Order.

18. Given the conduct of the AG of Ontario and the police, I request that my legal costs for this motion be paid by the AG of Ontario.

19. Paragraph 19 of the February 28, 2022, order provides that I shall advise the Escrow Agent of all steps taken to comply with the order. This affidavit formally addresses this issue.

20. Given that there is no risk of dissipation of assets, I request that the Mareva injunction as

against me be dissolved or otherwise not continued, and I request my costs from the Plaintiffs for responding to this motion. The conduct of the police, amongst other reasons, exemplifies why this Mareva injunction order should be dissolved as against me.

21. I request an order in the nature of a preservation order to the funds held by the Escrow Agent that include terms that I may move at a later date to have the impugned funds returned to me or the donors of the crypto. I also request that my counsel's legal fees be paid from the funds preserved by the Escrow Order similar to the order for payment of the Escrow Agent's fees.

22. This affidavit is submitted in response to the Plaintiff's motions as set out in their Motion Records supporting their motion for the Mareva injunction, and for no other or improper purpose.

SWORN BEFORE ME remotely by Nicholas St. Louis at the City of Ottawa, before me at the City of Toronto, this 7th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 7, 2022 15:35 EST)

A Commissioner, etc.

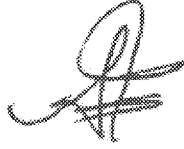
NstLouis
NstLouis (Mar 7, 2022 16:33 EST)

Nicholas St. Louis

**T
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B

A**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF NICHOLAS ST. LOUIS
SWORN BEFORE ME THE **7th** DAY OF
MARCH, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson

CITATION: Li et al. v. Barber et. al., 2022 ONSC 1351

COURT FILE NO.: CV-22-88514-CP

DATE: 2022/02/28

SUPERIOR COURT OF JUSTICE – ONTARIO

Proceeding under the Class Proceedings Act, 1992

RE: ZEXI LI, HAPPY GOAT COFFEE COMPANY INC, 7983794 CANADA INC.
(c.o.b. as UNION: LOCAL 613) and GEOFFREY DEVANEY, Plaintiffs

AND:

CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING,
JAMES BAUDER, BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS,
CHAD EROS, CHRIS GARRAH, MIRANDA GASIOR, JOE JANSEN, JASON
LAFACE, TOM MARAZZO, RYAN MIHILEWICZ, SEAN TIESSEN,
NICHOLAS ST. LOUIS (a.k.a. @NOBODYCARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN
DOE 3, JOHN DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE
8, JOHN DOE 9, JOHN DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE
13, JOHN DOE 14, JOHN DOE 15, JOHN DOE 16, JOHN DOE 17, JOHN DOE
18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21, JOHN DOE 22, JOHN DOE
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33, JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE
38, JOHN DOE 39, JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE
43, JOHN DOE 44, JOHN DOE 45, JOHN DOE 46, JOHN DOE 47, JOHN DOE
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53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57, JOHN DOE
58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2, Defendants

BEFORE: Regional Senior Justice Calum MacLeod

COUNSEL: Monique J. Jilesen, & Paul Champ, for the Plaintiffs

Norman Groot, for the Mareva defendants Dichter, Lich, Garrah, St. Louis and
Freedom 2022 Human Rights and Freedoms

Geoff Hall & Leah Ostler for the Toronto Dominion Bank

Melissa Adams, for the Attorney General of Ontario

HEARD: February 28, 2022

ENDORSEMENT

[1] On February 17, 2022, I granted an *ex parte* Mareva injunction. Reasons were released on February 22, 2022. (2022 ONSC 1176). As set out in that decision, the purpose of a Mareva injunction is to restrain the dissipation of assets to which a plaintiff may have a claim. A motion without notice is justified only if it appears that such dissipation of assets is imminent. Such an order can only be made on a temporary basis until the parties that are affected have an opportunity to respond and to be heard.

[2] The injunction was scheduled to expire today unless it was renewed. The plaintiffs brought the necessary motion for such an extension. In response, affidavits were filed by Tamara Lich and four individuals who live in downtown Ottawa and/or attended and supported the Freedom Convoy events in downtown Ottawa (Messrs. Gagne, Bulford, McKinney & Renaud).

[3] Affidavits were also sworn by an investigator (Daina Slenys) and by Mr. Dichter, Mr. Garrah and Mr. St. Louis. The latter were in support of a proposal to transfer funds held by each of those parties to an escrow fund as a term of adjourning the motion. That proposal was put forward by Mr. Groot who has been retained by the Mareva defendants except for Patrick King (who is currently in custody and did not appear today). This resulted in agreement to a brief extension of the order with slightly modified terms and to postponing certain disclosure and examinations under oath contemplated by the original order.

[4] Mr. Bobby Kofman, President of the proposed escrow agent attended to advise that the terms of the proposed order were satisfactory and KSV Advisory Inc. is prepared to act as escrow agent.

[5] Counsel for the Attorney General of Ontario appeared to advise that the Attorney General has no objection to the transfer of these funds to an escrow agent. The funds in question do not appear to be funds subject to the Restraint Order granted by Associate Chief Justice McWatt pursuant to the *Criminal Code* but in any event will be held by the escrow agent until further order of the court.

[6] Counsel for the TD Bank appeared because the bank holds certain funds that may be caught by either the restraint order or the Mareva injunction or both. The Bank intends to bring an interpleader motion to pay those funds into court. Counsel for the Bank does not oppose the order sought today.

[7] There was some discussion about whether the plaintiff would be required to bring a new motion on the return date. I agree with counsel for the plaintiff that it is not necessary to do so. I can adjourn the motion before the court today to the new return date on terms. Those terms are the temporary extension and modification of the Mareva injunction as set out in the consent order. The motion will therefore be adjourned until March 9, 2022, at 2:00 p.m. It will continue as a virtual hearing on the Zoom videoconference platform.

[8] I reiterate that this court proceeding is concerned with potential civil liability for the organizers, funders and participants in the Freedom Convoy to residents, businesses and employees in central Ottawa who were adversely affected. It is independent and separate from any of the criminal processes that may be underway.

[9] The injunction is concerned with preservation of assets that may be available to provide compensation if compensation is ultimately ordered.

[10] I will reserve further comment until the motion returns before the court on March 9.

[11] **This court therefore orders and directs as follows:**

- a. This motion is adjourned to March 9, 2022, at 2:00 p.m. to continue by way of videoconference on the Zoom platform provided by the court.
- b. On consent, and without prejudice to the rights of the parties, the Mareva injunction is extended and varied as set out in the formal order signed by me today.
- c. Costs of today, if any, are reserved to the hearing of the motion.

C. MacLeod RSJ

Mr. Justice C. MacLeod

Date: February 28, 2022

CITATION: Li et al. v. Barber et. al., 2022 ONSC 1351

COURT FILE NO.: CV-22-88514-CP

DATE: 2022/02/28

ONTARIO

SUPERIOR COURT OF JUSTICE

RE: ZEXI LI, HAPPY GOAT COFFEE
COMPANY INC, 7983794
CANADA INC. (c.o.b. as
UNION: LOCAL 613) and
GEOFFREY DEVANEY, Plaintiffs

AND:

CHRIS BARBER, BENJAMIN
DICTER, TAMARA LICH,
PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL
BULFORD, DALE ENNS, CHAD
EROS, CHRIS GARRAH, MIRANDA
GASIOR, JOE JANSEN, JASON
LAFACE, TOM MARAZZO, RYAN
MIHILEWICZ, SEAN TIESSEN,
NICHOLAS ST. LOUIS (a.k.a.
@NOBODYCARIBOU),
FREEDOM 2022 HUMAN RIGHTS
AND FREEDOMS, JOHN DOE 1,
JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4, JOHN DOE 5, JOHN DOE 6,
JOHN DOE 7, JOHN DOE 8, JOHN
DOE 9, JOHN DOE 10, JOHN DOE 11,
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 DOE 53, JOHN DOE 54, JOHN DOE
 55, JOHN DOE 56, JOHN DOE 57,
 JOHN DOE 58, JOHN DOE 59, JOHN
 DOE 60, JANE DOE 1 and JANE DOE
 2, Defendants

BEFORE: Regional Senior Justice Calum MacLeod

COUNSEL: Monique J. Jilesen, & Paul Champ, for
 the Plaintiffs

Norman Groot, for the Mareva
 defendants Dichter, Lich, Garrah, St.
 Louis and Freedom 2022 Human Rights
 and Freedoms

Geoff Hall & Leah Ostler for the Toronto
 Dominion Bank

Melissa Adams, for the Attorney General
 of Ontario

ENDORSEMENT

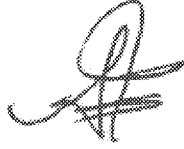
Regional Senior. Justice C. MacLeod

Released: February 28, 2022

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THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF NICHOLAS ST. LOUIS
SWORN BEFORE ME THE **7th** DAY OF
MARCH, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large, stylized initial 'A' and a horizontal line extending to the right.

A Commissioner, etc.
A. Ferguson

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	MONDAY, THE 28TH
	)	
MR. JUSTICE C. MACLEOD	)	DAY OF FEBRUARY, 2022

B E T W E E N:

(Court Seal)

ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY

Plaintiffs/Moving Parties

and

CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER, BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH, MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ, SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15, JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21, JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27, JOHN DOE 28, JOHN DOE 29, JOHN DOE 30, JOHN DOE 31, JOHN DOE 32, JOHN DOE 33, JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE 38, JOHN DOE 39, JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE 43, JOHN DOE 44, JOHN DOE 45, JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51, JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57, JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2

Defendants/Responding Parties

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(VARYING & EXTENDING MAREVA INJUNCTION)

THIS MOTION, made by the Plaintiffs Zexi Li, Happy Goat Coffee Company Inc., 7983794 CANADA INC. (c.o.b. UNION: LOCAL 613) and Geoffrey Devaney, on their own behalf and on behalf of the proposed classes as defined in the Fresh as Amended Statement of Claim issued February 18, 2022, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (“**CJA**”), appointing KSV Restructuring Inc. (“KSV”) as escrow agent (in such capacity, the “**Escrow Agent**”) of the Escrow Assets (defined below) and for an Order varying and extending this Court’s Order of February 17, 2022 granting a Mareva injunction (the “**Mareva Order**”) over the assets of the corporate Defendant Freedom 2022 Human Rights and Freedoms (“**Freedom 2022**”) as well as the individual Defendants Patrick King, Tamara Lich, Christopher Garrah, Nicholas St. Louis, and Benjamin Dichter (collectively, the “**Individual Mareva Respondents**” and together with Freedom 2022, the “**Mareva Respondents**”), among other relief, was heard this day in Ottawa by videoconference.

ON READING the Motion Record of the Plaintiffs dated February 15, 2022 (Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 16, 2022 (Mareva Injunction), the Motion Record of the Plaintiffs dated February 25, 2022 (Extend Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 26, 2022 (Extend Mareva Injunction), the Factum of the Plaintiffs dated February 25, 2022, the Motion Record of the Mareva Respondents (other than Patrick King) dated February 27, 2022 and with regard to the materials previously filed in support of an earlier injunction (“**Motion Materials**”).

AND UPON BEING ADVISED of the consent of the Plaintiffs and the Mareva Respondents Freedom 2022, Tamara Lich, Christopher Garrah, Benjamin Dichter, and Nicholas St. Louis (the “**Escrow Respondents**”), and on no one appearing for Patrick King although duly served in accordance with paragraph 15 of the Mareva Order, and upon being advised of the consent of KSV Restructuring Inc. to act as the Escrow Agent.

Service

1. **THIS COURT ORDERS** that the time for service of the Motion Materials is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

Varying & Extending the Mareva Order

2. **THIS COURT ORDERS** that this Court’s Mareva Order is hereby extended to March 9, 2022 or until further order of the Court.

3. **THIS COURT ORDERS** that this Court’s Mareva Order is hereby varied in accordance with the terms of this Order.

4. **THIS COURT ORDERS** that the Mareva Order is varied to permit the Escrow Assets (as defined below) to be transferred forthwith to the Escrow Agent (as defined below).

5. **THIS COURT ORDERS** that this Order is without prejudice to the Mareva Respondents’ rights to seek to vary or discharge the Mareva Order in accordance with paragraphs 6 or 13 thereof.

6. **THIS COURT ORDERS** that this Order is without prejudice to any person’s right to seek to vary this Order or the Mareva Order in accordance with paragraph 13 of the Mareva Order.

Appointment of Escrow Agent

7. **THIS COURT ORDERS** that pursuant to section 101 of the *CJA*, KSV is hereby appointed as an officer of this Court as Escrow Agent over all Escrow Assets (defined below) to exercise the powers, duties and obligations of the Escrow Agent as set out in this Order.

8. **THIS COURT ORDERS** that the Escrow Agent shall:

- (a) Forthwith collect, receive and exercise control over the Escrow Assets and any and all proceeds, receipts, and disbursements arising out of or from the Escrow Assets;
- (b) Take all steps to receive, preserve, and protect the Escrow Assets, or any part or parts thereof, including, but not limited to, the changing of passwords, private keys, seed word or phrase or security codes and the relocation of Escrow Assets into new accounts or wallets to safeguard them;
- (c) Engage such consultants, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time as may be necessary to assist with the exercise of the Escrow Agent's powers and duties, including without limitation those conferred by this Order;
- (d) Report to the Escrow Respondents, the Plaintiffs and this Court as to the progress of the fulfillment of the Escrow Agent's power and duties pursuant to this Order.

9. **THIS COURT ORDERS** that the Escrow Agent may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

10. **THIS COURT ORDERS** that the Escrow Agent shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

The Escrow Assets

11. **THIS COURT ORDERS** that the Mareva Order is varied to provide that the following assets shall be transferred or paid into escrow to the Escrow Agent in accordance with the terms of this Order:

- (a) Any and all funds held in the bank account of or controlled by the Escrow Respondent, Christopher Garrah, which he has received or is receiving as donations by way of the “Adopt-a-Trucker” website or etransfers by way of the email address donations@adopt-a-trucker.ca;
 - (b) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 7 of Schedule “A” to the Mareva Order;
 - (c) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 9 of Schedule “A” to the Mareva Order
- (collectively subparagraphs 11(a) to (c) are the “**Escrow Assets**”).

The Mareva Assets and the Respondents’ Assets

12. **THIS COURT ORDERS** that, for the avoidance of doubt:

-6-

- (a) With the exception of the Escrow Assets, the remaining assets described in Schedule “A” to the Mareva Order (the “**Mareva Assets**”) remain subject to the Mareva Order until further Order of the Court; and
- (b) Paragraph 11 of the Mareva Order, which requires all banks, financial institutions, money service businesses, fundraising platforms or websites, cryptocurrency exchanges or platforms, or custodians of any cryptocurrency wallets (collectively the “**Intermediaries**”) to disclose and deliver up to the Plaintiffs any and all records held by the Intermediary concerning the Mareva Respondents’ assets, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held by the Intermediaries (the “**Respondents’ Assets**”) remains in place. For greater certainty, the disclosure to be provided by the Intermediaries about the Respondents’ Assets is not and shall not be limited to information regarding the Mareva Assets.

Christopher Garrah

13. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 take all steps necessary to transfer to the Escrow Agent all funds he has received or is receiving as donations by way of the “Adopt-a-Trucker” website or etransfers by way of the email address donations@adopt-a-trucker.ca.

14. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any

-7-

and all of the wallets referred to in paragraph 7 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 7 of Schedule “A” have been transferred since the date of the Mareva Order.

Benjamin Dichter

15. **THIS COURT ORDERS** that Benjamin Dichter shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule “A” have been transferred since the date of the Mareva Order.

Nicholas St. Louis

16. **THIS COURT ORDERS** that Nicholas St. Louis shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule “A” have been transferred since the date of the Mareva Order.

Escrow Assets to be held in Escrow

17. **THIS COURT ORDERS** that the Escrow Agent shall hold the Escrow Assets in escrow until the final determination of this action or further order of this Court.

Duty of Cooperation

18. **THIS COURT ORDERS** that any and all persons with notice of this Order, including the Mareva Respondents and any banks, financial institutions, money service businesses, payment processors, fundraising platforms or websites, cryptocurrency exchanges or platforms, and custodians of any cryptocurrency wallets, shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent.

19. **THIS COURT ORDERS** that Christopher Garrah, Benjamin Dichter and Nicholas St. Louis shall:

- (a) Cooperate with and provide all necessary assistance to the Escrow Agent to effect the transfer of the Escrow Assets to the Escrow Agent;
- (b) Cooperate with and provide the Escrow Agent with all assistance necessary to enable the Escrow Agent to carry out the Escrow Agent's duties and obligations pursuant to this Order;
- (c) Provide the Plaintiffs and the Escrow Agent with copies of any and all account records or other documentation related to Escrow Assets including all account records or other documentation with respect to the transfer of such funds pursuant to paragraph 13 to 16 above.
- (d) Advise the Escrow Agent of all steps taken by them in accordance with their obligations pursuant to paragraphs 13 to 16 above.

Funding of the Escrow Agent

20. **THIS COURT ORDERS** that the Escrow Agent shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, out of the Escrow Assets and that the Escrow Agent shall be entitled to and is hereby granted a charge (the “**Escrow Charge**”) on the Escrow Assets, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Escrow’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

21. **THIS COURT ORDERS** that the Escrow Agent shall pass its accounts from time to time, and for this purpose the accounts of the Escrow Agent and its legal counsel are hereby referred to this Court.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Escrow Agent shall be at liberty from time to time to apply reasonable amounts, out of the Escrow Assets in its hands, against its fees and disbursements incurred at the standard rates and charges of the Escrow Agent and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

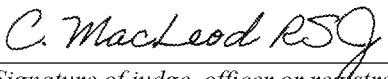
Next Attendance

23. **THIS COURT ORDERS** that the Plaintiffs and the Mareva Respondents shall return to this Court on March 9, 2022 at 2:00 p.m.

-10-

24. **THIS COURT ORDERS** that the disclosure in paragraph 7 and the examinations described in paragraph 8 of the Mareva Order shall be scheduled or otherwise addressed by this Court on March 9, 2022 at 2:00 p.m.

25. **THIS COURT ORDERS** that this Order is and shall be immediately in effect upon issuance regardless of whether it has been formally entered.



(Signature of judge, officer or registrar)

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

ORDER
(EXTENSION OF MAREVA INJUNCTION)

LENCZNER SLAGHT LLP
Barristers

[REDACTED]

Monique J. Jilesen (43092W)

Tel: [REDACTED]

Madison Robins (70110K)

[REDACTED]

Sarah Bittman (74913I)

Tel: [REDACTED]

Email: [REDACTED]

Jessica Kras (77700K)

Tel: [REDACTED]

Acting as Agent to Champ & Associates, Counsel for
the Plaintiff,
Zexi Li

Email for parties served:

Jane Doe 1: [email]
Jane Doe 2: [email]
Chris Barber: [email]
Norman Groot: [redacted]
Patrick King: p [redacted]
James Bauder: [email]
Brigitte Belton: [email]
Daniel Bulford: [email]
Dale Enns: [email]
Chad Eros: [email]
Miranda Gasior: [email]
Joe Jansen: [email]
Jason LaFace: [email]
Tom Marazzo: [email]
Ryan Mihilewicz: [email]
Sean Tiessen: [email]
Nicholas St. Louis, (a.k.a. @NOBODY CARIBOU):
[redacted]@tu [redacted]om
John Doe 1 to John Doe 60: [email]
Ewa Krajewska: e [redacted]@ [redacted]
Melissa Adams: [redacted]@ontario.ca
Catherine A. Lawrence:
ca [redacted]

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF NICHOLAS ST. LOUIS
(sworn March 7, 2022)

Investigation Counsel PC

[REDACTED]

Norman Groot / LSO No.: 43721V

Tel:

[REDACTED]

T A B 3

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15,
JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21,
JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27,
JOHN DOE 28, JOHN DOE 29, JOHN DOE 30, JOHN DOE 31, JOHN DOE 32, JOHN DOE 33,
JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE 38, JOHN DOE 39,
JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE 43, JOHN DOE 44, JOHN DOE 45,
JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51,
JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF BENJAMIN DICHTER

I, Benjamin Dichter, of City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe and provide my sources. This affidavit is further to my affidavit sworn February 27, 2022.

2. I have read the affidavit of Nick St. Louis, and specifically the explanation of the endorsement and order of February 28, 2022, the summary of the search warrant conducted on the residence of Mr. St. Louis after the motion was heard on February 28, 2022, and the email

exchanges of counsel with the Attorney General of Ontario thereafter.

3. I have provided the seed phrase I have for the multi-sig wallet to my counsel. I am concerned that the AG of Ontario is attempting to frustrate my compliance with the Escrow Order of February 28, 2022. My counsel will provide my seed phrase to the Escrow Agent upon the OPP providing the security codes they seized from Nick St. Louis to the Escrow Agent.

4. For the reasons set out in the Notice of Motion and the affidavit of Nick St. Louis, I request that the Mareva injunction against me be dissolved immediately.

5. This affidavit is submitted in support of the motions set out in the Notice of Motion for the motion scheduled for March 9, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by
Benjamin Dichter at the City of Toronto,
this 7th day of March, 2022, in
accordance with O. Reg. 431/20,
Administering Oath or Declaration
Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 7, 2022 10:19 EST)

A Commissioner, etc.

Benjamin Dichter
Benjamin Dichter (Mar 7, 2022 10:19 EST)

Benjamin Dichter

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF BENJAMIN DICHTER
(sworn March 7, 2022)

Investigation Counsel PC

[REDACTED]

Norman Groot / LSO No.: 43721V

Tel:

[REDACTED]

T A B 4

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
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JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51,
JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF CHRIS GARRAH

**I, Chris Garrah, of Mallorytown, Front of Yonge Township, in the Province of Ontario, MAKE
OATH AND SAY:**

1. I am a defendant in this action. As such I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe and provide my sources. This affidavit is further my evidence in my affidavit sworn February 27, 2022.

2. I have read the Mareva injunction Order dated February 17, 2022, issued in this action, and specifically paragraphs 5 and 6 of Schedule "A". I am aware that a motion was brought by the Plaintiffs on February 28, 2022, and that the Court extended the Mareva Injunction to March 9, 2022. I oppose the extension of the Mareva injunction for the reasons that follow.

3. The endorsement of February 28, 2022, indicates at paragraph 5 that counsel for the Attorney General of Ontario appeared to advise that Ontario had no objection to the transfer of funds to the escrow agent KSV Advisory Inc. (the “Escrow Agent”). Funds that are subject to the Mareva injunction and that I control are also subject to the Restraint Order obtained by the AG Ontario. This is an issue for my bankers, the Royal Bank of Canada (“RBC”), which I address below. At paragraph 11 of the Endorsement the Court held the Mareva injunction was extended and varied without prejudice to the rights of the parties. Attached as **Exhibit A** to this my affidavit is a true copy of the Endorsement dated February 28, 2022.

4. The order of February 28, 2022, (“Escrow Order”) indicates at paragraph 4 that the Mareva order of February 17, 2022, is varied to permit the ‘Escrow Assets’ to be transferred to the Escrow Agent. Paragraph 8 of the Escrow Order provides that the Escrow Agent shall forthwith collect, receive and exercise control over the Escrow Assets, including taking steps to receive passwords, private keys, seed words or security codes, and to report to the Court about the progress of the fulfillment of its powers and duties pursuant to this order. Paragraph 11 of the Escrow Order provides that the Escrow Assets includes the digital assets or cryptocurrency that are held in the digital wallets listed in paragraph 7 of Schedule A to the February 17, 2022, Mareva order. Attached as **Exhibit B** to this my affidavit is a copy of the order dated February 28, 2022.

5. Paragraph 13 of the Escrow Order provides that I, Chris Garrah, shall, by March 9, 2022, provide the Escrow Agent with all funds received by way of the Adopt-a-Trucker website or e-transfers. Paragraph 14 of the Escrow Order provides that I provide the Escrow Agent with all passwords, private keys, seed words or access codes necessary to provide the Escrow Agent with access or control to the wallets listed in paragraph 7 of Schedule A to the February 17, 2022, Mareva order. Paragraph 18 of the Escrow Order provides that any and all persons with notice of the order shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent. Paragraph 19 of the Escrow Order provides that I shall advise the Escrow Agent of all steps taken to comply with the order.

Adopt-a-Trucker and my Designated RBC Account

6. I created the ‘Adopt-a-Trucker’ concept. Initially I published or posted the concept on my personal facebook account. Initially my post contained two emails – not to solicit funds – just to communicate with people with similar interests. Various persons contacted me.

7. Shortly thereafter I contacted GiftSendGo for a crowdfunding campaign to raise funds under the Adopt-a-Trucker concept. GiftSendGo required that I have a designated bank account to receive funds from their processor Stripe. I attended my bankers RBC and created a designated account for this purpose. The account at RBC ends with the 5474 ("Account 5474").

8. On January 25, 2022, Account 5474 was opened. It remains open today. I have provided the RBC statements to the Escrow Agent to February 9, 2022. I have provided the Escrow Agent with what is posted online – which indicates the last transaction occurred on February 14, 2022. RBC has provided me a letter indicating that it has froze the account due to the Restraint Order and the Mareva injunction. I have been advised by my counsel that RBC requires a court order directing it to transfer the funds to the Escrow Agent so as to not offend the Restraint Order. Attached as **Exhibit C** to this my affidavit is a copy of the letter from RBC dated February 24, 2022. (4881-0021-9153)

9. The RBC letter dated February 24, 2022, further indicates that RBC has frozen a personal account that I hold with my wife ("Account 8449). This is the account that my wife and I receive government benefits in, and make our mortgage and utility payments from. Account 8449 was not used for receiving donations. The balance is approximately \$13,000. I request an order directed to RBC to remove the freeze on Account 8449 as my family and I require it for living expenses.

Adopt-a-Trucker and Cryptocurrency

10. As mentioned above, I met various persons through my 'Adopt-a-Trucker' concept. One such person was 'Serge'. Serge wishes to remain anonymous. Serge and people that he knows created the 'Adopt-a-Trucker' website, and created a method to solicit cryptocurrency. I had no involvement or sophistication in creating or operating the website. I had no involvement soliciting, receiving, or controlling cryptocurrency, or distributing the proceeds of the crypto received.

11. I advised Serge of the Escrow Order. I am advised by my counsel that he spoke with Plaintiff counsel to allow Serge to speak to the Escrow Agent on an anonymous basis. Counsel for the Plaintiff agreed. I am advised that Serge had a call with the Escrow Agent and that cryptocurrency has been transferred to the Escrow Agent by Serge and / or others. I do not know what the status of the cryptocurrency transfer is. What I can say is that I have no possession, power or control of any cryptocurrency at all. I am not sophisticated with such things.

Freedom Corp and a \$10,000 Draft

12. I have read the affidavit of Chad Eros, and I agree with its contents. I am a director on the board of Freedom Corp. At paragraph 8 of his affidavit, Mr. Eros discusses the Steinbach Credit Union and a donation of \$10,000. Steinbach Credit Union later closed the account. I was provided a copy of a bank draft from Steinbach Credit Union payable to the Freedom Corp. I remain in possession of the draft. I intend to courier the draft to the Escrow Agent.

Dissolution of the Mareva Injunction

13. I oppose the Mareva injunction being issues against me in the first place. My counsel has served a Notice of Motion for Leave to appeal the original Mareva injunction order. Given that the order exists, I have complied with its terms.

14. I request that the Mareva injunction not be extended as against me or otherwise be dissolved as against Freedom Corp and myself. There simply is no property that remains in my possession, power or control that falls within the scope of the Mareva injunction that is at risk of dissipation. I will cooperate with the Escrow Agent regarding questions of donated funds received and disbursed.

15. I request that I not be subject to examination per the terms of the Mareva injunction. I am subject the Attorney General Restraint Order and criminal investigation. Given what has happened to Nicholas St. Louis (the search warrant executed on this residence), I have concerns about how my Charter rights will be respected by the Plaintiffs and the police. If the Escrow Agent has concerns with the information that I provide him, the Escrow Agent can advise the Court and the issue of my examination can be revisited.

16. This affidavit is submitted in support of the Mareva Respondents motions as set out in their Motion Record returnable March 9, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by Chris Garrah of Mallory Town, before me at the City of Toronto, this 8th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 8, 2022 11:52 EST)

A Commissioner, etc.

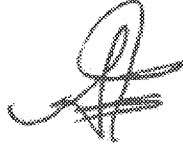
Chris Garrah
Chris Garrah (Mar 8, 2022 11:52 EST)

Chris Garrah

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A**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF CHRIS GARRAH SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson

CITATION: Li et al. v. Barber et. al., 2022 ONSC 1351

COURT FILE NO.: CV-22-88514-CP

DATE: 2022/02/28

SUPERIOR COURT OF JUSTICE – ONTARIO

Proceeding under the Class Proceedings Act, 1992

RE: ZEXI LI, HAPPY GOAT COFFEE COMPANY INC, 7983794 CANADA INC.
(c.o.b. as UNION: LOCAL 613) and GEOFFREY DEVANEY, Plaintiffs

AND:

CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING,
JAMES BAUDER, BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS,
CHAD EROS, CHRIS GARRAH, MIRANDA GASIOR, JOE JANSEN, JASON
LAFACE, TOM MARAZZO, RYAN MIHILEWICZ, SEAN TIESSEN,
NICHOLAS ST. LOUIS (a.k.a. @NOBODYCARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN
DOE 3, JOHN DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE
8, JOHN DOE 9, JOHN DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE
13, JOHN DOE 14, JOHN DOE 15, JOHN DOE 16, JOHN DOE 17, JOHN DOE
18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21, JOHN DOE 22, JOHN DOE
23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27, JOHN DOE
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33, JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE
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43, JOHN DOE 44, JOHN DOE 45, JOHN DOE 46, JOHN DOE 47, JOHN DOE
48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51, JOHN DOE 52, JOHN DOE
53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57, JOHN DOE
58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2, Defendants

BEFORE: Regional Senior Justice Calum MacLeod

COUNSEL: Monique J. Jilesen, & Paul Champ, for the Plaintiffs

Norman Groot, for the Mareva defendants Dichter, Lich, Garrah, St. Louis and
Freedom 2022 Human Rights and Freedoms

Geoff Hall & Leah Ostler for the Toronto Dominion Bank

Melissa Adams, for the Attorney General of Ontario

HEARD: February 28, 2022

ENDORSEMENT

[1] On February 17, 2022, I granted an *ex parte* Mareva injunction. Reasons were released on February 22, 2022. (2022 ONSC 1176). As set out in that decision, the purpose of a Mareva injunction is to restrain the dissipation of assets to which a plaintiff may have a claim. A motion without notice is justified only if it appears that such dissipation of assets is imminent. Such an order can only be made on a temporary basis until the parties that are affected have an opportunity to respond and to be heard.

[2] The injunction was scheduled to expire today unless it was renewed. The plaintiffs brought the necessary motion for such an extension. In response, affidavits were filed by Tamara Lich and four individuals who live in downtown Ottawa and/or attended and supported the Freedom Convoy events in downtown Ottawa (Messrs. Gagne, Bulford, McKinney & Renaud).

[3] Affidavits were also sworn by an investigator (Daina Slenys) and by Mr. Dichter, Mr. Garrah and Mr. St. Louis. The latter were in support of a proposal to transfer funds held by each of those parties to an escrow fund as a term of adjourning the motion. That proposal was put forward by Mr. Groot who has been retained by the Mareva defendants except for Patrick King (who is currently in custody and did not appear today). This resulted in agreement to a brief extension of the order with slightly modified terms and to postponing certain disclosure and examinations under oath contemplated by the original order.

[4] Mr. Bobby Kofman, President of the proposed escrow agent attended to advise that the terms of the proposed order were satisfactory and KSV Advisory Inc. is prepared to act as escrow agent.

[5] Counsel for the Attorney General of Ontario appeared to advise that the Attorney General has no objection to the transfer of these funds to an escrow agent. The funds in question do not appear to be funds subject to the Restraint Order granted by Associate Chief Justice McWatt pursuant to the *Criminal Code* but in any event will be held by the escrow agent until further order of the court.

[6] Counsel for the TD Bank appeared because the bank holds certain funds that may be caught by either the restraint order or the Mareva injunction or both. The Bank intends to bring an interpleader motion to pay those funds into court. Counsel for the Bank does not oppose the order sought today.

[7] There was some discussion about whether the plaintiff would be required to bring a new motion on the return date. I agree with counsel for the plaintiff that it is not necessary to do so. I can adjourn the motion before the court today to the new return date on terms. Those terms are the temporary extension and modification of the Mareva injunction as set out in the consent order. The motion will therefore be adjourned until March 9, 2022, at 2:00 p.m. It will continue as a virtual hearing on the Zoom videoconference platform.

[8] I reiterate that this court proceeding is concerned with potential civil liability for the organizers, funders and participants in the Freedom Convoy to residents, businesses and employees in central Ottawa who were adversely affected. It is independent and separate from any of the criminal processes that may be underway.

[9] The injunction is concerned with preservation of assets that may be available to provide compensation if compensation is ultimately ordered.

[10] I will reserve further comment until the motion returns before the court on March 9.

[11] **This court therefore orders and directs as follows:**

- a. This motion is adjourned to March 9, 2022, at 2:00 p.m. to continue by way of videoconference on the Zoom platform provided by the court.
- b. On consent, and without prejudice to the rights of the parties, the Mareva injunction is extended and varied as set out in the formal order signed by me today.
- c. Costs of today, if any, are reserved to the hearing of the motion.

C. MacLeod RSJ

Mr. Justice C. MacLeod

Date: February 28, 2022

CITATION: Li et al. v. Barber et. al., 2022 ONSC 1351

COURT FILE NO.: CV-22-88514-CP

DATE: 2022/02/28

ONTARIO

SUPERIOR COURT OF JUSTICE

RE: ZEXI LI, HAPPY GOAT COFFEE
COMPANY INC, 7983794
CANADA INC. (c.o.b. as
UNION: LOCAL 613) and
GEOFFREY DEVANEY, Plaintiffs

AND:

CHRIS BARBER, BENJAMIN
DICHTER, TAMARA LICH,
PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL
BULFORD, DALE ENNS, CHAD
EROS, CHRIS GARRAH, MIRANDA
GASIOR, JOE JANSEN, JASON
LAFACE, TOM MARAZZO, RYAN
MIHILEWICZ, SEAN TIESSEN,
NICHOLAS ST. LOUIS (a.k.a.
@NOBODYCARIBOU),
FREEDOM 2022 HUMAN RIGHTS
AND FREEDOMS, JOHN DOE 1,
JOHN DOE 2, JOHN DOE 3, JOHN
DOE 4, JOHN DOE 5, JOHN DOE 6,
JOHN DOE 7, JOHN DOE 8, JOHN
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 55, JOHN DOE 56, JOHN DOE 57,
 JOHN DOE 58, JOHN DOE 59, JOHN
 DOE 60, JANE DOE 1 and JANE DOE
 2, Defendants

BEFORE: Regional Senior Justice Calum MacLeod

COUNSEL: Monique J. Jilesen, & Paul Champ, for
 the Plaintiffs

Norman Groot, for the Mareva
 defendants Dichter, Lich, Garrah, St.
 Louis and Freedom 2022 Human Rights
 and Freedoms

Geoff Hall & Leah Ostler for the Toronto
 Dominion Bank

Melissa Adams, for the Attorney General
 of Ontario

ENDORSEMENT

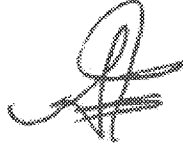
Regional Senior. Justice C. MacLeod

Released: February 28, 2022

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THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF CHRIS GARRAH SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE	)	MONDAY, THE 28TH
	)	
MR. JUSTICE C. MACLEOD	)	DAY OF FEBRUARY, 2022

B E T W E E N:

(Court Seal)

ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY

Plaintiffs/Moving Parties

and

CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER, BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH, MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ, SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4, JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN DOE 11, JOHN DOE 12, JOHN DOE 13, JOHN DOE 14, JOHN DOE 15, JOHN DOE 16, JOHN DOE 17, JOHN DOE 18, JOHN DOE 19, JOHN DOE 20, JOHN DOE 21, JOHN DOE 22, JOHN DOE 23, JOHN DOE 24, JOHN DOE 25, JOHN DOE 26, JOHN DOE 27, JOHN DOE 28, JOHN DOE 29, JOHN DOE 30, JOHN DOE 31, JOHN DOE 32, JOHN DOE 33, JOHN DOE 34, JOHN DOE 35, JOHN DOE 36, JOHN DOE 37, JOHN DOE 38, JOHN DOE 39, JOHN DOE 40, JOHN DOE 41, JOHN DOE 42, JOHN DOE 43, JOHN DOE 44, JOHN DOE 45, JOHN DOE 46, JOHN DOE 47, JOHN DOE 48, JOHN DOE 49, JOHN DOE 50, JOHN DOE 51, JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57, JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2

Defendants/Responding Parties

Proceeding under the *Class Proceedings Act, 1992*

ORDER
(VARYING & EXTENDING MAREVA INJUNCTION)

THIS MOTION, made by the Plaintiffs Zexi Li, Happy Goat Coffee Company Inc., 7983794 CANADA INC. (c.o.b. UNION: LOCAL 613) and Geoffrey Devaney, on their own behalf and on behalf of the proposed classes as defined in the Fresh as Amended Statement of Claim issued February 18, 2022, for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (“**CJA**”), appointing KSV Restructuring Inc. (“KSV”) as escrow agent (in such capacity, the “**Escrow Agent**”) of the Escrow Assets (defined below) and for an Order varying and extending this Court’s Order of February 17, 2022 granting a Mareva injunction (the “**Mareva Order**”) over the assets of the corporate Defendant Freedom 2022 Human Rights and Freedoms (“**Freedom 2022**”) as well as the individual Defendants Patrick King, Tamara Lich, Christopher Garrah, Nicholas St. Louis, and Benjamin Dichter (collectively, the “**Individual Mareva Respondents**” and together with Freedom 2022, the “**Mareva Respondents**”), among other relief, was heard this day in Ottawa by videoconference.

ON READING the Motion Record of the Plaintiffs dated February 15, 2022 (Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 16, 2022 (Mareva Injunction), the Motion Record of the Plaintiffs dated February 25, 2022 (Extend Mareva Injunction), the Supplementary Motion Record of the Plaintiffs dated February 26, 2022 (Extend Mareva Injunction), the Factum of the Plaintiffs dated February 25, 2022, the Motion Record of the Mareva Respondents (other than Patrick King) dated February 27, 2022 and with regard to the materials previously filed in support of an earlier injunction (“**Motion Materials**”).

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AND UPON BEING ADVISED of the consent of the Plaintiffs and the Mareva Respondents Freedom 2022, Tamara Lich, Christopher Garrah, Benjamin Dichter, and Nicholas St. Louis (the “**Escrow Respondents**”), and on no one appearing for Patrick King although duly served in accordance with paragraph 15 of the Mareva Order, and upon being advised of the consent of KSV Restructuring Inc. to act as the Escrow Agent.

Service

1. **THIS COURT ORDERS** that the time for service of the Motion Materials is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

Varying & Extending the Mareva Order

2. **THIS COURT ORDERS** that this Court’s Mareva Order is hereby extended to March 9, 2022 or until further order of the Court.

3. **THIS COURT ORDERS** that this Court’s Mareva Order is hereby varied in accordance with the terms of this Order.

4. **THIS COURT ORDERS** that the Mareva Order is varied to permit the Escrow Assets (as defined below) to be transferred forthwith to the Escrow Agent (as defined below).

5. **THIS COURT ORDERS** that this Order is without prejudice to the Mareva Respondents’ rights to seek to vary or discharge the Mareva Order in accordance with paragraphs 6 or 13 thereof.

6. **THIS COURT ORDERS** that this Order is without prejudice to any person’s right to seek to vary this Order or the Mareva Order in accordance with paragraph 13 of the Mareva Order.

Appointment of Escrow Agent

7. **THIS COURT ORDERS** that pursuant to section 101 of the *CJA*, KSV is hereby appointed as an officer of this Court as Escrow Agent over all Escrow Assets (defined below) to exercise the powers, duties and obligations of the Escrow Agent as set out in this Order.

8. **THIS COURT ORDERS** that the Escrow Agent shall:

- (a) Forthwith collect, receive and exercise control over the Escrow Assets and any and all proceeds, receipts, and disbursements arising out of or from the Escrow Assets;
- (b) Take all steps to receive, preserve, and protect the Escrow Assets, or any part or parts thereof, including, but not limited to, the changing of passwords, private keys, seed word or phrase or security codes and the relocation of Escrow Assets into new accounts or wallets to safeguard them;
- (c) Engage such consultants, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time as may be necessary to assist with the exercise of the Escrow Agent's powers and duties, including without limitation those conferred by this Order;
- (d) Report to the Escrow Respondents, the Plaintiffs and this Court as to the progress of the fulfillment of the Escrow Agent's power and duties pursuant to this Order.

9. **THIS COURT ORDERS** that the Escrow Agent may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

10. **THIS COURT ORDERS** that the Escrow Agent shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part.

The Escrow Assets

11. **THIS COURT ORDERS** that the Mareva Order is varied to provide that the following assets shall be transferred or paid into escrow to the Escrow Agent in accordance with the terms of this Order:

- (a) Any and all funds held in the bank account of or controlled by the Escrow Respondent, Christopher Garrah, which he has received or is receiving as donations by way of the “Adopt-a-Trucker” website or etransfers by way of the email address donations@adopt-a-trucker.ca;
 - (b) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 7 of Schedule “A” to the Mareva Order;
 - (c) Any and all digital assets or cryptocurrency that are or were held in the digital wallets listed in paragraph 9 of Schedule “A” to the Mareva Order
- (collectively subparagraphs 11(a) to (c) are the “**Escrow Assets**”).

The Mareva Assets and the Respondents’ Assets

12. **THIS COURT ORDERS** that, for the avoidance of doubt:

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- (a) With the exception of the Escrow Assets, the remaining assets described in Schedule “A” to the Mareva Order (the “**Mareva Assets**”) remain subject to the Mareva Order until further Order of the Court; and
- (b) Paragraph 11 of the Mareva Order, which requires all banks, financial institutions, money service businesses, fundraising platforms or websites, cryptocurrency exchanges or platforms, or custodians of any cryptocurrency wallets (collectively the “**Intermediaries**”) to disclose and deliver up to the Plaintiffs any and all records held by the Intermediary concerning the Mareva Respondents’ assets, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held by the Intermediaries (the “**Respondents’ Assets**”) remains in place. For greater certainty, the disclosure to be provided by the Intermediaries about the Respondents’ Assets is not and shall not be limited to information regarding the Mareva Assets.

Christopher Garrah

13. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 take all steps necessary to transfer to the Escrow Agent all funds he has received or is receiving as donations by way of the “Adopt-a-Trucker” website or etransfers by way of the email address donations@adopt-a-trucker.ca.

14. **THIS COURT ORDERS** that Christopher Garrah shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any

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and all of the wallets referred to in paragraph 7 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 7 of Schedule “A” have been transferred since the date of the Mareva Order.

Benjamin Dichter

15. **THIS COURT ORDERS** that Benjamin Dichter shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule “A” have been transferred since the date of the Mareva Order.

Nicholas St. Louis

16. **THIS COURT ORDERS** that Nicholas St. Louis shall forthwith and by no later than March 9, 2022 provide to the Escrow Agent all passwords, private keys, seed word or phrase, usernames, access codes, keys, encryption solutions, or any other information in his power, possession, or control necessary to provide the Escrow Agent with access to and control of (a) any and all of the wallets referred to in paragraph 9 of Schedule “A” to the Mareva Order; and (b) any wallets, accounts, persons, or places to which the assets listed in paragraph 9 of Schedule “A” have been transferred since the date of the Mareva Order.

Escrow Assets to be held in Escrow

17. **THIS COURT ORDERS** that the Escrow Agent shall hold the Escrow Assets in escrow until the final determination of this action or further order of this Court.

Duty of Cooperation

18. **THIS COURT ORDERS** that any and all persons with notice of this Order, including the Mareva Respondents and any banks, financial institutions, money service businesses, payment processors, fundraising platforms or websites, cryptocurrency exchanges or platforms, and custodians of any cryptocurrency wallets, shall cooperate and provide all reasonable assistance necessary to effect the transfer of Escrow Assets to the Escrow Agent.

19. **THIS COURT ORDERS** that Christopher Garrah, Benjamin Dichter and Nicholas St. Louis shall:

- (a) Cooperate with and provide all necessary assistance to the Escrow Agent to effect the transfer of the Escrow Assets to the Escrow Agent;
- (b) Cooperate with and provide the Escrow Agent with all assistance necessary to enable the Escrow Agent to carry out the Escrow Agent's duties and obligations pursuant to this Order;
- (c) Provide the Plaintiffs and the Escrow Agent with copies of any and all account records or other documentation related to Escrow Assets including all account records or other documentation with respect to the transfer of such funds pursuant to paragraph 13 to 16 above.
- (d) Advise the Escrow Agent of all steps taken by them in accordance with their obligations pursuant to paragraphs 13 to 16 above.

Funding of the Escrow Agent

20. **THIS COURT ORDERS** that the Escrow Agent shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, out of the Escrow Assets and that the Escrow Agent shall be entitled to and is hereby granted a charge (the “**Escrow Charge**”) on the Escrow Assets, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Escrow’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

21. **THIS COURT ORDERS** that the Escrow Agent shall pass its accounts from time to time, and for this purpose the accounts of the Escrow Agent and its legal counsel are hereby referred to this Court.

22. **THIS COURT ORDERS** that prior to the passing of its accounts, the Escrow Agent shall be at liberty from time to time to apply reasonable amounts, out of the Escrow Assets in its hands, against its fees and disbursements incurred at the standard rates and charges of the Escrow Agent and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

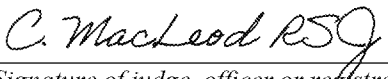
Next Attendance

23. **THIS COURT ORDERS** that the Plaintiffs and the Mareva Respondents shall return to this Court on March 9, 2022 at 2:00 p.m.

-10-

24. **THIS COURT ORDERS** that the disclosure in paragraph 7 and the examinations described in paragraph 8 of the Mareva Order shall be scheduled or otherwise addressed by this Court on March 9, 2022 at 2:00 p.m.

25. **THIS COURT ORDERS** that this Order is and shall be immediately in effect upon issuance regardless of whether it has been formally entered.



(Signature of judge, officer or registrar)

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

ORDER
(EXTENSION OF MAREVA INJUNCTION)

LENCZNER SLAGHT LLP

[REDACTED]

Monique J. Jilesen (43092W)

[REDACTED]

Madison Robins (70110K)

Tel:

[REDACTED]

Sarah Bittman (74913I)

Tel:

[REDACTED]

Jessica Kras (77700K)

Tel:

[REDACTED]

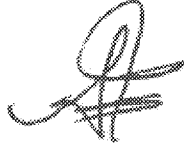
Acting as Agent to Champ & Associates, Counsel for
the Plaintiff,
Zexi Li

Email for parties served:

Jane Doe 1: [email]
Jane Doe 2: [email]
Chris Barber: [email]
Norman Groot: ngroot@investigationcounsel.com
Patrick King: patrickking@canada-unity.com
James Bauder: [email]
Brigitte Belton: [email]
Daniel Bulford: [email]
Dale Enns: [email]
Chad Eros: [email]
Miranda Gasior: [email]
Joe Jansen: [email]
Jason LaFace: [email]
Tom Marazzo: [email]
Ryan Mihilewicz: [email]
Sean Tiessen: [email]
Nicholas St. Louis, (a.k.a. @NOBODY CARIBOU):
btcdiplomat1@tutanota.com
John Doe 1 to John Doe 60: [email]
Ewa Krajewska: ekrajewska@hhllp.ca
Melissa Adams: melissa.adams@ontario.ca
Catherine A. Lawrence:
catherine.lawrence@justice.gc.ca

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THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF CHRIS GARRAH SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson



Lorne J. Graburn
Senior Counsel, Banking Litigation

Royal Bank of Canada

RBC Law Group
200 Bay Street
Royal Bank Plaza
6th Floor, South Tower
Toronto, ON M5J 2J5

Phone: 437-249-3936
Fax: 416-974-2217
Email: lorne.graburn@rbc.com

February 24, 2022

SENT VIA EMAIL: [REDACTED]

Keith Wilson, Q.C.
Wilson Law Office
[REDACTED]
[REDACTED]

Dear Sir;

RE: RBC Signature No Limit Banking Account ending in 8449

We write regarding your clients, Joanne Garrah and Chris Garrah. As we discussed late yesterday, Mrs. Garrah hand delivered letters to a Royal Bank of Canada ("Royal Bank") branch inquiring why an account ending in 8449 ("Account 8449") was restrained. Mr. and Mrs. Garrah hold Account 8449 jointly.

In answer, Royal Bank was served with two successive orders issued by the Ontario Superior Court of Justice. As you can appreciate, Royal Bank works within the legal and regulatory frameworks of every country in which we operate. The first order was issued on February 10, 2022, in favour of the Attorney General for Ontario in court file no. 22-13355MO. The second order was issued on February 17, 2022, in favour of the plaintiffs in *Li et al. v. Barber et al.*, court file no. CV-22-00088514-00CP. These orders impose certain obligations on financial institutions, like Royal Bank, as well as other entities, including fundraising platforms or websites; the orders require Royal Bank and others to immediately restrain any property identified in the orders, whether held solely or jointly. Mr. Garrah is a named party in each proceeding, and both orders are enclosed for your review.

In order to determine whether any Royal Bank account is in possession of affected property, we temporarily restrained access to accounts to review their operation. Royal Bank is permitted to suspend account access under the terms and conditions that govern the operation of such accounts.

Account 8449 and another account ending in 5474, in Mr. Garrah's name alone, continue to be temporarily restrained in accordance with the terms of the orders. Your clients' mortgage was not restrained, and restraints have been, or soon will be, lifted on Mr. Garrah's account ending in 3515 and on the Royal Credit Line ending in 9398-001.

We trust that this is clear and helpful. Should you have any questions, please contact the undersigned.

Sincerely,


Lorne J. Graburn

Encls.

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF CHRIS GARRAH
(sworn March 8, 2022)

Investigation Counsel PC
350 Bay Street, Suite 1100
Toronto, ON M5H 2S6

Norman Groot / LSO No.: 43721V
Tel: 416-637-3141
Fax: 416-637-3445
ngroot@investigationcounsel.com

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**ZEXI LI, HAPPY GOAT COFFEE COMPANY INC., 7983794 ONTARIO INC.,
(c.o.b.) as UNION: LOCAL 613 and GEOFFREY DEVANEY**

Plaintiffs

and

**CHRIS BARBER, BENJAMIN DICHTER, TAMARA LICH, PATRICK KING, JAMES BAUDER,
BRIGITTE BELTON, DANIEL BULFORD, DALE ENNS, CHAD EROS, CHRIS GARRAH,
MIRANDA GASIOR, JOE JANSEN, JASON LAFACE, TOM MARAZZO, RYAN MIHILEWICZ,
SEAN TIESSEN, NICHOLAS ST. LOUIS, (a.k.a. @NOBODY CARIBOU), FREEDOM 2022
HUMAN RIGHTS AND FREEDOMS, JOHN DOE 1, JOHN DOE 2, JOHN DOE 3, JOHN DOE 4,
JOHN DOE 5, JOHN DOE 6, JOHN DOE 7, JOHN DOE 8, JOHN DOE 9, JOHN DOE 10, JOHN
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JOHN DOE 52, JOHN DOE 53, JOHN DOE 54, JOHN DOE 55, JOHN DOE 56, JOHN DOE 57,
JOHN DOE 58, JOHN DOE 59, JOHN DOE 60, JANE DOE 1 and JANE DOE 2**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

AFFIDAVIT OF CHAD EROS

I, Chad Eros, of the City of Moose Jaw, in the Province of Saskatchewan, MAKE OATH AND SAY:

1. I am a named defendant to this action. As such, I have personal knowledge of the facts I herein depose, except where stated to be on information and belief, in which case I do verily believe and provide my sources.

2. I am a director and officer, holding the position as treasurer, of the corporate defendant Freedom 2022 Human Rights and Freedoms ("Freedom Corp."). I provide this affidavit on behalf

of Freedom Corp. Attached as **Exhibit A** to this my affidavit is a true copy of the Certificate of Incorporation and Articles for Freedom Corp. (4856-2643-1761)

3. I have read the Mareva injunction order dated February 17, 2022, and specifically paragraph 1 of Schedule "A" which applies to Freedom Corp. I am aware that a motion has been brought by the Plaintiffs to extend the Mareva injunction returnable March 9, 2022. I am aware that various Mareva Respondents, including Chris Garrah, Benjamin Dichter and Nicholas St. Louis, agreed to transfer the cash and cryptocurrencies raised via crowdfunding platforms in connection with causes connected to what has been described as the "Freedom Convoy" protest in Ottawa into an Escrow account. However, to be perfectly clear, I had no personal involvement with any cryptocurrencies or any crowdfunding campaign connected to cryptocurrencies. I am aware that the aforementioned Mareva Respondents have been working with counsel and the Escrow Agent in order to complete the transfers.

4. I have also read the terms of the Attorney General for Ontario's Restraint Order dated February 10, 2022. I am aware that the Restraint Order lists Freedom Corp. and Chris Garrah as respondents and that the Restraint Order attaches specifically to the donated funds raised through GiveSendGo LLC in connection with the Freedom Convoy and the Adopt-a-Trucker campaigns.

5. Freedom Corp. opposes the extension of the Mareva injunction as against it. Freedom Corp. supports the orders as sought in the Notice of Motion, including that the non-party entities GiveSendGo LLC and Stripe attend before this Honourable Court and provide their position as to their view of their obligations and responsibilities with respect to the donated funds in their possession. As discussed below, I am aware that GiveSendGo LLC and Stripe are US entities.

Assets of Freedom Corp.

6. As treasurer of Freedom Corp. I have personal knowledge of the financial particulars and assets of Freedom Corp. Freedom Corp., has no bank accounts, and holds no assets, apart from a potential claim to the donated funds raised on the GiveSendGo LLC platform in connection with the Freedom Convoy protest movement. Freedom Corp. is also the beneficiary of a \$10,000 bank draft made out to Freedom Corp., which is currently in the possession of Chris Garrah.

7. Upon incorporation of Freedom Corp. we attempted to open a corporate bank account for Freedom Corp. at the charter bank, TD Canada Trust. The applications were rejected.

8. We also attempted to open a corporate bank account for Freedom Corp. with Steinbach Credit Union in Manitoba. Initially, Steinbach Credit Union opened an account in Freedom Corp.'s name, wherein a donor deposited \$10,000 in donation funds. However, shortly thereafter, Steinbach Credit Union changed their mind and decided to close the Freedom Corp. account. As a result, Steinbach Credit Union issued a \$10,000 bank draft in the name of Freedom Corp., which was mailed to the corporation and is currently in the possession of Chris Garrah. I am advised that Chris Garrah will transfer the \$10,000 draft to the Escrow Agent.

9. Freedom Corp.'s inability to open a corporate bank account was a pressing issue for the corporation as a bank account was required in order to access the funds raised through the GiveSendGo LLC crowdfunding platform. Given the Mareva injunction currently in place, it is not possible for Freedom Corp. to obtain a bank account. As Freedom Corp. cannot dissipate assets, Freedom Corp. requests that the Mareva Injunction be dissolved as against it.

10. As I generally understand it, the sole means by which the Plaintiff seeks to extend the Mareva injunction is on the basis that it (Freedom Corp.) has an interest in funds donated through the GiveSendGo LLC platform. Freedom Corp. denies the Mareva injunction should be continued as against it on this basis for the reasons that follow.

11. GiveSendGo LLC does not take physical custody or control of the funds donated through their platform. Instead, the funds are collected and disbursed through GiveSendGo LLC's payment processing partners, including in our case, the payment processor Stripe.

12. On or about February 4, 2022, following the closure of the crowdfunding campaign on GoFundMe, the GiveSendGo LLC crowdfunding campaign began. Upon the receipt of donations through GiveSendGo LLC, Stripe held possession of certain donated funds for Freedom Corp. I am aware that evidence to this effect was given at the Government of Canada Parliamentary hearings on March 3, 2022: <https://parlvu.parl.gc.ca/Harmony/en/PowerBrowser/PowerBrowserV2?fk=11538768>.

13. Further according to evidence given by Stripe and GiveSendGo LLC at Government of Canada Parliamentary hearings on March 3, 2022, Stripe continues to hold onto the funds in an account(s) in the United States. Stripe is also aware of the Restraint Order obtained by the Ontario Government. Stripe therefore has possession, power and control of some of the donated funds at issue. Freedom Corp. has no possession, power and control of the funds held by Stripe.

14. It is Freedom Corp.'s current understanding that Stripe maintains possession over approximately \$3.4 million USD in donated funds raised through the GiveSendGo LLC campaign. It is my understanding that Stripe is taking the position that they are complying with all Canadian court orders and injunction, and therefore they will not release the funds to Freedom Corp. Add to this fact, Freedom Corp. does not have a bank account to accept the funds in any event. Attached as **Exhibit B** to this my affidavit is a true copy of the Stripe account statement. As outlined on the Stripe account statement and reconciliation, between February 6 – 27, 2022, approximately \$3.4 million was collected and is held in the Stripe account, and nothing has been disbursed to Freedom Corp. (4893-2780-1618)

15. In light of Freedom Corp.'s inability to open a corporate bank account or obtain banking facilities, Freedom Corp approached GivenSendGo LLC to make appropriate arrangements with the platform regarding the holding and disbursement of the donated funds. As a result of those discussions, on or about February 9, 2022, GiveSendGo LLC, represented by its co-founder and CFO, Jacob Wells, entered into an Agreement with Freedom Corp. regarding the donated funds. Attached as **Exhibit C** to this my affidavit is a true copy of the Agreement between GiveSendGo LLC and Freedom Corp., dated February 9, 2022. (4860-9632-8210)

16. Pursuant to the terms of the Agreement, GiveSendGo LLC and Mr. Wells agreed to hold the donated funds in an "interim account" pending Freedom Corp.'s attainment of appropriate banking facilities. According to evidence given by GiveSendGo LLC at the Government of Canada Parliamentary hearings on March 3, 2022, GiveSendGo LLC continues to hold onto the funds in an account(s) in the United States. GiveSendGo LLC is also aware of the Restraint Order obtained by the Ontario Government. The Agreement has effectively been frustrated as a result of the inability of Freedom Corp. to obtain banking facilities. GiveSendGo LLC therefore has possession, power and control of some of the donated funds at issue. Freedom Corp. has no possession, power and control of the funds held by GiveSendGo LLC.

17. According to evidence given by GiveSendG LLC at the Government of Canada Parliamentary hearings on March 3, 2022, GiveSendGo LLC maintains possession of the donated funds pending a decision on whether to return it to donors. GiveSendGo LLC has not accepted the jurisdiction of the Government of Canada or this Court over funds that it controls.

18. Freedom Corp. and I rely on the evidence given by Jason Wells and Heather Wilson, the GiveSendGo LLC co-founders, at the March 3, 2022, parliamentary committee on Public Safety and National Security. During the committee session, Mr. Wells and / or Ms. Wilson made statements to the effect that the donations are held in a U.S. bank account, and that their organization is seeking legal counsel with respect to the disposition of the donations. A video of the hearing is available at <https://parlvu.parl.gc.ca/Hamony/en/PowerBrowser/PowerBrowserV2?fk=11538768>.

19. Freedom Corp. and I also rely on the evidence given by Barry McKillop, Deputy Director of Intelligence for FINTRAC, at the February 24, 2022, parliamentary committee on Public Safety and National Security. During the session, Mr. McKillop advised the committee in response to questions regarding the source of donated funds:

Mr. Barry MacKillop: *Thank you for the question.*

You referred to the data leaks. However, we certainly don't use that data. We haven't received a list of people who donated to the cause. Unfortunately, crowdfunding platforms are available to everyone, so anyone in the world can access them.

*We've had discussions with Stripe. Certainly **individuals from around the world donated money to support the cause before it was declared illegal**. People all over the world are unhappy and fed up with COVID-19. I think that some people thought at first that this was a protest against COVID-19 and just wanted to support the cause by giving small amounts of money. It was their own money. **This wasn't money laundering**. I don't believe that they thought that they were funding terrorist activity.*

Normally, we wouldn't have seen any of this. Crowdfunding platforms won't release the names of all donors to us. This falls outside the scope of the legislation governing us, unless it relates to money laundering or terrorist financing.

[Emphasis ours – not illegal – not money laundering] - A transcript of the committee session is available at: <https://www.ourcommons.ca/DocumentViewer/en/44-1/FINA/meeting-22/evidence>

20. As far as I am aware, it has never been “declared illegal” by any government to donate via crowdfunding platforms. Nor is there evidence that the donated funds are proceeds of crime.

21. As a result of the foregoing, Freedom Corp. will be putting GiveSendGo LLC and Stripe on notice of the return of this motion on March 9, 2022, and asking the Court to give them the opportunity to be heard on these issues. Freedom Corp. has not discussed the particulars of the location of the donated funds, whether as held by Stripe of GiveSendGo LLC, and has not discussed with either entity their position as to the right and entitlements to funds, or whether those funds will be returned to donors. The aforementioned evidence supports Freedom Corp.’s

position that it is not in the possession, power or control of funds that are within the scope of the Mareva injunction, and that the injunction should therefore be dissolved as against it.

22. To my knowledge the Plaintiffs have not taken any steps to preserve assets of GiveSendGo LLC and Stripe in the United States. This is another reason why the Mareva injunction should be dissolved – as the Plaintiffs are attempting to preserve assets indirectly by what they have failed to do directly.

23. There never was grounds to find a risk of dissipation of assets by Freedom Corp., as the funds held by either GiveSendGo LLC and Stripe were the subject of the Attorney General for Ontario's Restraint Order, which was issued one week before the Mareva injunction was issued. This is yet another reason why the Mareva injunction should be dissolved.

24. The Attorney General of Ontario takes the position that they have a claim to the donated funds via the Restraint Order on the basis that the donations are "proceeds of crime". The Plaintiffs make the same allegation. Yet neither the Attorney General of Ontario nor the Plaintiffs have provided this Court with any evidence that the subject funds held by GiveSendGo LLC and Stripe are proceeds of crime, or were donated for the equivalent of terrorist or other forms of unlawful financing. The best the Attorney General of Ontario or the Plaintiffs can state is that the donations were donated to support the political protest movement known as the Freedom Convoy.

25. There is no risk of dissipation as it applies to Freedom Corp., as the donations never vested in Freedom Corp.'s possession or control. For the foregoing reasons, the Mareva injunction should not continue as against Freedom Corp.

26. This affidavit is submitted in support of the Mareva Respondents motions as set out in their Motion Record returnable March 9, 2022, and for no other or improper purpose.

SWORN BEFORE ME remotely by Chad Eros at the City of Moose Jaw, before me at the City of Toronto, this 8th day of March, 2022, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Ashley Ferguson
Ashley Ferguson (Mar 8, 2022 11:57 EST)

A Commissioner, etc.

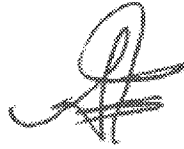
Chad Eros
Chad Eros (Mar 8, 2022 10:56 CST)

Chad Eros

**T
A
B

A**

THIS IS **EXHIBIT "A"** REFERRED TO IN THE
AFFIDAVIT OF CHAD EROS SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large, stylized initial 'A' and a horizontal line extending to the right.

A Commissioner, etc.
A. Ferguson



Certificate of Incorporation

Canada Not-for-profit Corporations Act

Certificat de constitution

*Loi canadienne sur les organisations à but non
lucratif*

Freedom 2022 Human Rights and Freedoms

Corporate name / Dénomination de l'organisation

1372685-1

Corporation number / Numéro de
l'organisation

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Not-for-profit Corporations Act*.

JE CERTIFIE que l'organisation susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les organisations à but non lucratif*.

Isabelle Foley

Deputy Director / Directeur adjoint

2022-01-30

Date of Incorporation (YYYY-MM-DD)
Date de constitution (AAAA-MM-JJ)



Government
of Canada

Gouvernement
du Canada

[Canada.ca](#) → [Innovation, Science and Economic Development Canada](#) → [Corporations Canada](#)

→ [Search for a Federal Corporation](#)

Federal Corporation Information - 1372685-1

⚠ Beware of scams and other suspicious activities. See [Corporations Canada's alerts](#).

i Note

This information is available to the public in accordance with legislation (see [Public disclosure of corporate information](#)).

[Order copies of corporate documents](#)

Corporation Number

1372685-1

Business Number (BN)

750745002

Corporate Name

Freedom 2022 Human Rights and Freedoms

Status

Active

Governing Legislation

Canada Not-for-profit Corporations Act - 2022-01-30

[Order a Corporate Profile](#) [\[View PDF Sample\]](#) [\[View HTML Sample\]](#).

[PDF Readers](#)

Registered Office Address

1372685-1
750745002

Canada

Note

Active NFP Act corporations are required to update this information. Changes are only legally effective when filed with Corporations Canada. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Directors**Minimum** 1**Maximum** 10

Chad Eros

2 [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] a

Chris Garrah

3 [REDACTED] [REDACTED] [REDACTED]
[REDACTED] h [REDACTED] N [REDACTED] E [REDACTED]
[REDACTED] a

Note

Active NFP Act corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporate key is required. If you are not authorized to update this information, you can either contact the corporation or contact Corporations Canada. We will inform the corporation of its reporting obligations.

Annual Filings**Anniversary Date (MM-DD)**

01-30

Date of Last Annual Meeting

Not available

Annual Filing Period (MM-DD)

01-30 to 03-31

Type of Corporation

Not available

Status of Annual Filings

2023 - Not due

Corporate History

Corporate Name History

2022-01-30 to Present

Freedom 2022 Human Rights and Freedoms

Certificates and Filings**Certificate of Incorporation**

2022-01-30

[Order copies of corporate documents](#)[Start New Search](#)[Return to Search Results](#)**Date Modified:**

2022-01-25



Form 4002

Formulaire 4002

Initial Registered Office Address
and First Board of Directors

Adresse initiale du siège et
premier conseil d'administration

Canada Not-for-profit Corporations Act
(NFP Act)

Loi canadienne sur les organisations à
but non lucratif (Loi BNL)

1 Corporate name
Dénomination de l'organisation

2 Complete address of the registered office
Adresse complète du siège
Freedom 2000 Human Rights and Freedoms

3 Additional address
Autre adresse

4 Directors of the corporation
Administrateurs de l'organisation

Chad Eros

Chris Garrah

5 Declaration: I hereby certify that I am an incorporator of the new corporation or that I am a director or an authorized officer of the corporation continuing into or amalgamating under the NFP Act.
Déclaration: J'atteste que je suis un fondateur de la nouvelle organisation ou que je suis un administrateur ou un dirigeant autorisé de l'organisation se prorogeant ou se fusionnant en vertu de la Loi BNL.

Chad Eros

A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the NFP Act).

La personne qui fait une déclaration fautive ou trompeuse, ou qui aide une personne à faire une telle déclaration, commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire, une amende maximale de 5 000 \$ et un emprisonnement maximal de six mois ou l'une de ces peines (paragraphe 262(2) de la Loi BNL).

You are providing information required by the NFP Act. Note that both the NFP Act and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC3PU-049.

Vous fournissez des renseignements exigés par la Loi BNL. Il est à noter que la Loi BNL et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC3PU-049.



Innovation, Science and
Economic Development Canada
Innovation, Sciences et
Développement économique Canada

Innovation, Sciences et
Développement économique Canada
Innovation, Sciences et
Développement économique Canada

Form 4001
Articles of Incorporation
Canada Not-for-profit Corporations
Act (NFP Act)

Formulaire 4001
Statuts constitutifs
Loi canadienne sur les
organisations à but non lucratif
(Loi BNL)

1

Corporate name

Dénomination de l'organisation

Freedom 2022 Human Rights and Freedoms

2

The province or territory in Canada where the registered office is situated

La province ou le territoire au Canada où est situé le siège

ON

3

Minimum and maximum number of directors

Nombres minimal et maximal d'administrateurs

Min. 1 Max. 10

4

Statement of the purpose of the corporation

Déclaration d'intention de l'organisation

See attached schedule / Voir l'annexe ci-jointe

5

Restrictions on the activities that the corporation may carry on, if any

Limites imposées aux activités de l'organisation, le cas échéant

None

6

The classes, or regional or other groups, of members that the corporation is authorized to establish

Les catégories, groupes régionaux ou autres groupes de membres que l'organisation est autorisée à établir

See attached schedule / Voir l'annexe ci-jointe

7

Statement regarding the distribution of property remaining on liquidation

Déclaration relative à la répartition du reliquat des biens lors de la liquidation

See attached schedule / Voir l'annexe ci-jointe

8

Additional provisions, if any

Dispositions supplémentaires, le cas échéant

See attached schedule / Voir l'annexe ci-jointe

9

Declaration: I hereby certify that I am an incorporator of the corporation.

Déclaration: J'atteste que je suis un fondateur de l'organisation.

Name(s) - Nom(s)

Chad Eros

Signature

Chad Eros

A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months (or to both) (subsection 26(2) of the NFP Act).

La personne qui fait une déclaration fautive ou trompeuse, ou qui aide une personne à faire une telle déclaration, commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire, une amende maximale de 5 000 \$ et un emprisonnement maximal de six mois ou l'une de ces peines (paragraphe 26(2) de la Loi BNL).

You are providing information required by the NFP Act. Note that both the NFP Act and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC119-049.

Vous fournissez des renseignements exigés par la Loi BNL. Il est à noter que la Loi BNL et la Loi sur l'accès à l'information personnelle permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC119-049.

Schedule / Annexe

Purpose Of Corporation / Déclaration d'Intention de l'organisation

Advocacy against government, agents of government and any other organization person or individuals' actions, laws, policies and practices that violate human rights and freedoms paying special attention to creation of class systems through mandates, social credit systems (rewards and punishments for government compliance), passport systems and more.

Schedule / Annexe
Classes of Members / Catégories de membres

The Corporation is authorized to establish one class of members. Each member shall be entitled to receive notice of, attend and vote at all meetings of the members of the Corporation.

Schedule / Annexe

Distribution of Property on Liquidation / Répartition du reliquat des biens lors de la liquidation

Any property remaining on liquidation of the Corporation, after discharge of liabilities, shall be distributed to one or more qualified donees within the meaning of subsection 248(1) of the Income Tax Act.

Schedule / Annexe
Additional Provisions / Dispositions supplémentaires

If authorized by a by-law which is duly adopted by the directors and confirmed by ordinary resolution of the members, the directors of the corporation may from time to time:

- i. borrow money on the credit of the corporation;
- ii. issue, reissue, sell, pledge or hypothecate debt obligations of the corporation; and
- iii. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the corporation, owned or subsequently acquired, to secure any debt obligation of the corporation.

The directors may appoint one or more directors, who shall hold office for a term expiring not later than the close of the next annual general meeting of members, but the total number of directors so appointed may not exceed one-third of the number of directors elected at the previous annual general meeting of members.

RESOLUTIONS OF THE MEMBERS OF
FREEDOM 2022 HUMAN RIGHTS AND
FREEDOMS (the "Corporation") MADE THE 3RD
DAY OF FEBRUARY, 2022.

CONFIRMATION OF BY-LAWS

BE IT RESOLVED THAT:

The Bylaws, being by-laws relating generally to the transaction of the business and affairs of the Corporation, are hereby confirmed.

DIRECTORS

BE IT RESOLVED THAT:

1. The Board shall consist of seven (7) directors.
2. The following persons are hereby elected as Director of the Corporation to hold office until the first annual meeting of the Shareholders of the Corporation or until their respective successors have been duly elected or appointed:

**Chad Eros
Tamara Lich
Benjamin Dichter
Sean Tiessen
Chris Barber
Chris Garrah
Miranda Gasinor**

3. Any Officer, Director or the Solicitors of the Corporation are hereby authorized to execute and deliver notice of the change of Directors to the Registrar pursuant to the *Canada Not-for-Profit Corporations Act*.

-2-

CONFIRMATION OF ACTS OF DIRECTORS**BE IT RESOLVED THAT:**

All acts done and resolutions passed by the Directors and Officers as evidenced by minutes of their meeting or resolutions in writing since incorporation are hereby confirmed.

The undersigned, being all of the Members of the Corporation entitled to vote, hereby consent to the passing of the foregoing resolutions.

This Resolution may be executed by the Members in counterparts and may be executed and delivered by facsimile or PDF email attachment, and all such counterparts, facsimiles and PDF email attachments shall be together constitute one and the same Resolution, and shall be deemed to be of the same force and effect as an originally signed Resolution.

Chad Eros

Dale Enns

Joseph Janzen

Ryan Mihilewicz

Tamara Lich

Benjamin Dichter

Sean Tiessen

Chris Barber

Miranda Gasinor

Chris Garrah

RESOLUTIONS OF ALL THE INCORPORATING
DIRECTORS OF **FREEDOM 2022 HUMAN
RIGHTS AND FREEDOMS** (the "Corporation")
MADE EFFECTIVE THE 30th DAY OF JANUARY,
2022.

DOCUMENTS OF INCORPORATION

BE IT RESOLVED THAT:

The Certificate of Incorporation dated date, and bearing corporate access number 1372685-1 issued under the hand and seal of the Registrar pursuant to the *Canada Not-for-Profit Corporations Act* evidencing the due incorporation of the Corporation.

ADOPTION OF BYLAWS

BE IT RESOLVED THAT:

The set of by-laws relating generally to the transaction of the affairs of the Corporation be passed.

APPOINTMENT OF OFFICERS

BE IT RESOLVED THAT:

1. The officers of the Corporation shall consist of a President, Vice-President, Secretary and Treasurer.
2. The following persons are hereby appointed to the positions set forth below opposite their respective names, to hold such positions during the pleasure of the Board or until their successors are duly appointed:

President:	Tamara Lich
Vice-President:	Benjamin Dichter
Secretary:	Sean Tiessen
Treasurer:	Chad Eros

3. The duties and powers of the Officers in managing the business and affairs of the Corporation be as prescribed by Memorandum of Association, unless and until amended, added to, altered, varied or limited or hereafter fixed by a resolution of the board.

ISSUANCE OF MEMBERSHIP**BE IT RESOLVED:**

That the following persons are admitted as members of the Corporation and memberships of the Corporation be issued in this persons names:

Chad Eros
 Dale Enns
 Joseph Janzen
 Ryan Mihilewicz
 Tamara Lich
 Benjamin Dichter
 Sean Tiessen
 Chris Barber
 Chris Garrah
 Miranda Gasinor

BANKING RESOLUTION**BE IT RESOLVED THAT:**

The banking resolution in the form require by the Royal Bank of Canada (or other such financial institution as chosen by the Board of Directors from time to time) a copy of which is annexed hereto as Schedule "A" is hereby approved.

FINANCIAL YEAR-END**BE IT RESOLVED THAT:**

The financial year of the Corporation shall end on the future date chosen by the Board of Directors in each year.

GENERAL APPOINTMENT SIGNING OFFICERS**BE IT RESOLVED THAT:**

In accordance with the provisions of the by-laws of the Corporation, all contracts, documents and instruments in writing requiring a signature of the corporation, as well as all cheques, drafts, or order for the payment of money and all notes and acceptance and bills of exchange, may be signed by any two directors or officers as appropriate under the by-laws, until such time that the appointment is revoked. In addition, the directors may, from time to time, direct the manner in which, and the person or persons by whom, any particular instrument or class of instruments may or shall be signed.

CORPORATE SEAL**BE IT RESOLVED THAT:**

A seal may be adopted by the officers of the Corporation, and if so, an impression will appear in the margin hereof and is approved and adopted as the corporate seal of the Corporation.

LOCATION OF REGISTERED OFFICE AND MAILING ADDRESS**BE IT RESOLVED THAT:**

The location of the registered office of the Corporation be c/o Warnock Kraft Anderson, Lawyers, 225 – 1st Avenue N.W., Airdrie, Alberta T4B 2M8, and the mailing address for the Corporation be the same as the registered office.

The registered office email of the Corporation shall be office@wkalawyers.ca.

CORPORATE RECORDS**BE IT RESOLVED THAT:**

A minute book be prepared and maintained at the Registered Office of the Corporation containing the following corporate records:

- (a) the Incorporating documents and all amendments thereto, a copy of any unanimous Shareholder agreements and any amendment thereto;
- (b) minutes of meetings and resolutions of all the Members;
- (c) minutes of meetings and resolutions of all the Directors any committee thereof;
- (d) all accounting records, copies of financial statements, reports and other required information;
- (e) copies of all notices required to be filed with the Registrar under and pursuant to the provisions of the *Canada Not-for-Profit Corporations Act*, as amended from time to time;
- (f) a securities register; and
- (g) a register of Directors and Officers and a register of disclosures made by Directors and Officers pursuant to the *Canada Not-for-Profit Corporations Act*.

LOCATION OF ACCOUNTING RECORDS**BE IT RESOLVED THAT:**

Until otherwise determined by the Directors, the books of account and other financial records of the Corporation be kept and maintained at a certified public accountant's office as determined by the Board of Directors.

FIRST MEMBERS MEETING**BE IT RESOLVED THAT:**

A special meeting of the first members of the Corporation to be held on the 3rd day of February, 2022, for the purpose of confirming the by-laws, electing directors, appointing a public accountant, and transacting such other business as may be properly come before the meeting.

This Resolution may be executed by the Directors in counterparts and may be executed and delivered by facsimile or PDF email attachment, and all such counterparts, facsimiles and PDF email attachments shall be together constitute one and the same Resolution, and shall be deemed to be of the same force and effect as an originally signed Resolution.

The undersigned, being all the directors of the Corporation, hereby consent, by their signature, to the foregoing resolutions pursuant to the provisions of the *Canada Not-for-Profit Corporations Act*.

Chad Eros

Chris Garrah



Form 4006
Changes Regarding Directors
Canada Not-for-profit Corporations Act
(NFP Act)

Formulaire 4006
Changements concernant les
administrateurs
Loi canadienne sur les organisations à but
non lucratif (Loi BNL)

Received Date (YYYY-MM-DD): 2022-02-08
Date de réception (AAAA-MM-JJ):

1 Corporate name
Dénomination de l'organisation

Freedom 2022 Human Rights and Freedoms

2 Corporation number
Numéro d'organisation

1372685-1

3 Board of Directors (new directors in bold)
Conseil d'administration (les nouveaux administrateurs sont indiqués en caractère gras)

See attached schedule / Voir l'annexe ci-jointe

4 The following individuals are no longer directors:
Les individus suivants ne sont plus administrateurs :

Name
Nom

End Date YYYY-MM-DD
Date de fin de mandat AAAA-MM-DD

5 Declaration: I certify that I have relevant knowledge of the corporation and that I am authorized to sign this form.
Déclaration: J'atteste que je possède une connaissance suffisante de l'organisation et que je suis autorisé à signer ce formulaire.

Original signed by / Original signé par
Alan G. Warnock

Alan G. Warnock
403-948-0009

A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the NFP Act).

La personne qui fait une déclaration fautive ou trompeuse, ou qui aide une personne à faire une telle déclaration, commet une infraction et encourt, sur déclaration de culpabilité par procédure sommaire, une amende maximale de 5 000 \$ et un emprisonnement maximal de six mois ou l'une de ces peines (paragraphe 262(2) de la Loi BNL.)

You are providing information required by the NFP Act. Note that both the NFP Act and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la Loi BNL. Il est à noter que la Loi BNL et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

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Schedule

Board of Directors (new directors in bold)

Name	Start Date YYYY-MM-DD	Address
Chad Eros	2022-01-30	2 [REDACTED] a [REDACTED], [REDACTED] e [REDACTED] v [REDACTED] K [REDACTED] J [REDACTED], [REDACTED] a
Miranda Gasinor	2022-02-03	5 [REDACTED] e [REDACTED], [REDACTED] B B [REDACTED], [REDACTED] a
Sean Tiessen	2022-02-03	5 [REDACTED] e [REDACTED], [REDACTED] B B [REDACTED], [REDACTED] a
Tamara Lich	2022-02-03	5 [REDACTED] e [REDACTED], [REDACTED] B B [REDACTED], [REDACTED] a
Chris Barber	2022-02-03	5 [REDACTED] e [REDACTED], [REDACTED] B B [REDACTED], [REDACTED] a
Chris Garrah	2022-01-30	B [REDACTED] y [REDACTED] d [REDACTED] h [REDACTED] N E [REDACTED] a
Benjamin Dichter	2022-02-03	5 [REDACTED] e [REDACTED], [REDACTED] B B [REDACTED], [REDACTED]

All costs of the mediators appointed in accordance with this section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this section shall be borne by such parties as may be determined by the arbitrators.

41. By-laws and Effective Date

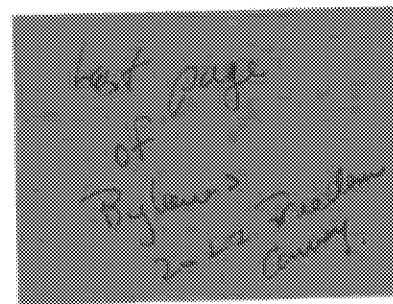
The board of directors may not make, amend or repeal any by-laws that regulate the activities or affairs of the Corporation without having the by-law, amendment or repeal confirmed by the members by ordinary resolution. The by-law, amendment or repeal is only effective on the confirmation of the members and in the form in which it was confirmed.

This section does not apply to a by-law that requires a special resolution of the members according to subsection 197(1) (fundamental change) of the Act.

These Bylaws hereby adopted by the Board of Directors of Freedom 2022 Human Rights and Freedoms, this 3rd Day of February, 2022

Chad Eros, Director

Chris Garrah, Director



last page
of
Bylaws
2022 Freedom
Agency.

CONSENT TO ACT AS DIRECTOR**OF****FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

This Consent to Act may be delivered by fax or PDF email attachment, and all such faxed and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Consent.

Dated effective the 30th day of January, 2022.

Chad Eros

CONSENT TO ACT AS DIRECTOR
OF
FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

This Consent to Act may be delivered by fax or PDF email attachment, and all such faxed and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Consent.

Dated effective the 30th day of January, 2022.

Chris Garrah

RESIGNATION

To: FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS. (the "Corporation")
and the Shareholders and Members thereof:

I, Chris Garrah, hereby tender my resignation as a Director of the Corporation to take effect immediately.

This Resignation may be executed and delivered by facsimile or PDF email attachment, and all such facsimiles and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Resignation.

Dated effective the 3rd day of February, 2022.

Chris Garrah

CONSENT TO ACT AS DIRECTOR

OF

FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

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Dated effective the 3rd day of February, 2022.

Tamara Lich

CONSENT TO ACT AS DIRECTOR**OF****FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

This Consent to Act may be delivered by fax or PDF email attachment, and all such faxed and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Consent.

Dated effective the 3rd day of February, 2022.

Benjamin Dichter

CONSENT TO ACT AS DIRECTOR**OF****FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

This Consent to Act may be delivered by fax or PDF email attachment, and all such faxed and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Consent.

Dated effective the 3rd day of February, 2022.

Sean Tiessen

CONSENT TO ACT AS DIRECTOR**OF****FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**

TO: **FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

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Dated effective the 3rd day of February, 2022.

Chris Barber

CONSENT TO ACT AS DIRECTOR**OF****FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS**

TO: FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS
(the "Corporation")

AND TO: The Directors and Members thereof

The undersigned hereby consents to act as a director of the Corporation, such consent to continue in effect until revoked by an instrument in writing delivered to the Corporation.

This Consent to Act may be delivered by fax or PDF email attachment, and all such faxed and PDF email attachments shall be deemed to be of the same force and effect as an originally signed Consent.

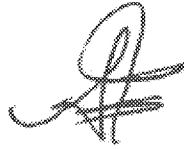
Dated effective the 3rd day of February, 2022.

Miranda Gasinor

**T
A
B

B**

THIS IS **EXHIBIT "B"** REFERRED TO IN THE
AFFIDAVIT OF CHAD EROS SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson



Get started with Revenue Recognition

Access out-of-the-box revenue reports that automatically capture your latest Stripe data and streamline accrual accounting. You can also import non-Stripe transactions and terms or set custom rules to recognize revenue in line with your accounting practices.

[View features](#)

Reports

Balance **Payout reconciliation**

Changes to your Stripe balance from Feb 6–Feb 27, based on the date of the balance change. Useful to record how your Stripe balance changed.

ⓘ Daily data is currently available through Feb 27 EST. Additional data will be available by Mar 1, 7:00 AM EST.

Balance summary

Shows starting and ending balance in your Stripe account. Starting balance is the sum of your available balance and pending balance. Changes to your balance come from activity (payments, refunds, transfers, etc.) and from payouts to your bank (aggregated here and broken out in detail in the reports below).

Starting balance — Feb 6 EST	\$0.00
Balance change from activity	
Account activity before fees	\$3,762,276.13
Less fees	-\$360,431.83
Net balance change from activity	\$3,401,844.30
Total payouts	\$0.00
Ending balance — Feb 27 EST	\$3,401,844.30

Balance change from activity

Detailed breakdown of the balance change from activity line from the above Balance Summary report. Includes changes to your Stripe balance from activity (payments, refunds, transfers, etc.), excluding payouts, as well as itemized downloads.

Charges ⓘ	Count	32,173	
	Gross amount		\$3,763,180.40
	Fees ⓘ		-\$360,678.40
Refunds ⓘ	Count	3	
	Gross amount		-\$344.05
Disputes ⓘ	Count	3	
	Gross amount		-\$560.22

	Fees		-\$45.00
Additional Stripe fees	Count	9	
	Gross amount		\$291.57
Balance change from activity		32,188	\$3,401,844.30

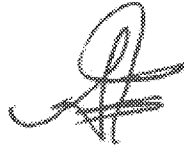
Payouts

Detailed breakdown of the total payouts line from the above Balance Summary report. Includes changes to your Stripe balance, from payouts to your bank, as well as itemized downloads.

Payouts	Count	0	
	Gross amount		\$0.00

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C**

THIS IS **EXHIBIT "C"** REFERRED TO IN THE
AFFIDAVIT OF CHAD EROS SWORN
BEFORE ME THE **8th** DAY OF **MARCH**, 2022.

A handwritten signature in black ink, appearing to be 'A. Ferguson', with a large loop at the top and a horizontal stroke at the bottom.

A Commissioner, etc.
A. Ferguson

FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS
CANADA CORPORATION ("FREEDOM 2022")

A NOT FOR PROFIT

AGREEMENT
February 9 2022

Re: AUTHORIZATION TO FUNDRAISE

WHEREAS GiveSendGo uses a payment processor service to receive funds donated by others to the FREEDOM 2022 campaign.

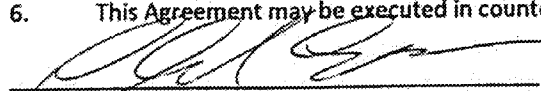
AND WHEREAS the FREEDOM 2022 was incorporated on January 30, 2022 and has been taking steps to complete its corporate organization and banking arrangements;

AND WHEREAS Jacob Wells has offered to assist the FREEDOM 2022 with the timely initiation of fundraising activities prior to FREEDOM 2022 having all of the banking arrangements being in place;

AND WHEREAS Jacob Wells agrees to hold funds raised until FREEDOM 2022 is able to establish a bank account connected to a payment processor service;

AGREEMENT: For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Jacob Wells is authorized to facilitate fundraising activities in connection with GiveSendGo.com/FreedomConvoy 2022 on behalf of FREEDOM 2022 and to hold any funds collected for the sole benefit of FREEDOM 2022.
2. Subject to clause 2, Jacob Wells agrees that he shall send all funds collected and held by him to an interim bank account as directed by FREEDOM 2022.
3. Upon remittance of the funds to the FREEDOM 2022 interim bank account, Jacob Wells shall be entitled to deduct from the funds received under this Agreement third-party processing fees, to be calculated at two and nine tenths (2.9%) percent plus thirty cents (\$.30) per donation, consistent with the fees which are detailed on GiveSendGo's pricing and fees page GiveSendGo.com/pricing and fees.
4. This Agreement shall remain in place until such time as the FREEDOM 2022 notifies Jacob Wells of the banking details for its new banking arrangements so that this interim Agreement is no longer needed.
5. This Agreement constitutes the entire agreement between the parties. Any changes or modifications which the parties may mutually agree to shall be in writing.
6. This Agreement may be executed in counter-part and by electronic signatures.


FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS

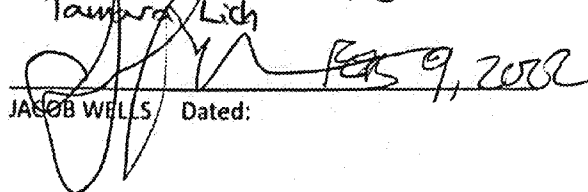
BY: CHAD EROS

Dated: Feb 9 2022


FREEDOM 2022 HUMAN RIGHTS AND FREEDOMS

BY: CHRIS BARBER

Dated: Feb 9 2022


JACOB WELLS

Dated:

ZEXI LI et al.
Plaintiffs

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT OTTAWA

AFFIDAVIT OF CHAD EROS
(sworn March 8, 2022)

Investigation Counsel PC
[REDACTED]

Norman Groot / LSO No.: 43721V

[REDACTED] 1
k: [REDACTED] 5
[REDACTED]

-and- CHRIS BARBER et al.
Defendants

Court File No. CV-22-00088514-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT OTTAWA

Proceedings under the *Class Proceedings Act*, 1992

MOTION RECORD OF THE MAREVA RESPONDENTS

INVESTIGATION COUNSEL PC 350 Bay

Norman Groot / LSO No.: 43721V Tel:

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Lawyers for the Respondents to the Mareva Injunction – Benjamin Dichter, Tamara Lich, Chris Garrah, Nicholas St. Louis and Freedom 2022 Human Rights and Freedoms